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LONDON, JULY 30, 1910.

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Current Topics.

The New Judges' Bill.

THE SUPREME Court of Judicature Bill has now passed into law; but it is not likely that any appointments will be made under it until towards the close of the Long Vacation. The amendments in the Bill made in the Commons were very slight.

The Vacation Sittings.

IT WILL be seen, from the notice we print elsewhere, that the work for the first half of the Long Vacation will be taken by Sir SAMUEL EVANS; the second half presumably falling to Mr. Justice SCRUTTON. The efforts of the divorce judge in dealing with questions of Chancery practice will be watched with interest; but there can be little doubt that the shrewd common sense which has enabled him to grapple with the law and practice of the Probate and Divorce Division will serve him equally well in his new adventure. He is not likely to imitate, either the conscientious King's Bench judge, who, when condemned to sit in court during vacation, was said to have fortified himself for his task by a diligent perusal and analysis of an elementary work on equity; or the other judge of the same division who is stated, before commencing his sittings, to have plaintively said to the Registrar, "Oh! I say, Mr. —, can you tell me which of these Chancery counsel I can trust?"

Hotchpot.

THE COURT of Appeal appears to have made a curious slip in the case of *Re Evered* (reported *ante*, p. 540, and more fully in 102 L. T. R., at p. 694). In that case, funds (valued at a little over £54,000) were settled upon trust for Mrs. EVERED for life, then for her children and other issue as she should by will appoint, and in default of appointment for her seven children (one daughter and six sons) equally. There was a hotchpot clause under which, according to BUCKLEY, L.J., "a child taking any part under an appointment was to bring the appointed sum into hotchpot, and an appointment to the issue of a child was for the purposes of the clause to be deemed an appointment to the child." Mrs. EVERED by will appointed £60,000 in equal shares between her six sons and their issue, the

sons being only tenants for life, and disposed of the balance over £60,000 in another manner. After making her will Mrs. EVERED executed certain deeds, the effect of which was held to be that each of three of her sons was entitled to receive £7,000 under the trusts in default of appointment. In order to give each of these sons £7,000 as in default of appointment, COZENS-HARDY, M.R., and BUCKLEY, L.J., stated that £49,000 must go as in default of appointment and that the will operated only on the balance over £49,000. Both these learned judges stated the result to be that each of the seven children would take £7,000 in default of appointment; but they appear to have forgotten that in the distribution of the £49,000 each son has to bring into hotchpot the share, which was settled on him and his issue, in the balance over £49,000. The result of the judgments appears to be that no son gets the £7,000 the Court intended him to have; for, if the surplus over £49,000 is £5,000, in the division of the £49,000 the daughter takes about £7,714 and each son takes about £6,881. We wonder whether the error was detected and put right when the order of the Court of Appeal was drawn up?

Contracts Not to be Performed Within a Year.

SUCH a multitude of cases have been decided on the Statute of Frauds that it is always interesting to come across a decision of a point hitherto unsettled. Under section 4, there are included agreements which are not to be performed within a year, and such an agreement is not enforceable unless there is a signed memorandum of it; while under section 17, which is now reproduced in section 4 of the Sale of Goods Act, 1893, a contract for the sale of goods of the value of £10 and upwards is not enforceable unless there is either partial acceptance and receipt, or part payment, or a memorandum in writing. *Prima facie* it would seem that the two provisions were intended to deal with different subject-matters of contract, and that section 17 was intended to deal exhaustively with the sale of goods, so that such a contract would not be within section 4 of the Statute of Frauds. Thus, although it was not to be performed within a year, and there was no written memorandum, yet it would be saved under section 17 if there had been part acceptance. Such, however, is not the view which WALTON, J., has taken in *The Prested Miners Gas, &c., Co. v. Garner* (*Times*, 26th inst). There the parties had entered into an agreement not to be performed within the year, part of which related to the sale of goods. There was no memorandum of the agreement in writing, but goods were ordered and supplied under it. The question which the learned judge had to decide was whether it was within section 4 of the Statute of Frauds as well as section 4 of the Sale of Goods Act, 1893, or whether it was governed solely by the latter section. It seems to have been assumed hitherto that an agreement for the sale of goods might fall within both sections (see *per* PARKE, J., in *Donellan v. Read*, 3 B. & Ad., p. 903), and WALTON, J., decided in accordance with this view. Consequently, even though there had been such part performance as would have saved the agreement under section 4 of the Sale of Goods Act, yet the agreement was struck by section 4 of the Statute of Frauds, which knows nothing of this ground of exemption.

Quorum of the House of Lords.

IN THE report of the appeal of *Whiteman v. Sadler* before the House of Lords in the *Times* of July 26th the following paragraph appears immediately before the report of the case: "When the House assembled this morning, the only Law Lords present were the Lord Chancellor and Lord JAMES OF HEREFORD, and a quorum was only secured by the presence of the Bishop of Bristol. In former days it was not uncommon for a lay peer to attend for this purpose." Reference is then made to the occasion of Lord SPENCER having been "invited to sit as a third peer on an appeal." It might, perhaps, be thought to be implied by this that a quorum of three, consisting of two Law Lords and a peer who was not a Lord of Appeal, would have been competent to hear appeals. As a matter of fact, the appeal of *Whiteman v. Sadler* was not then heard, but the opinions of the Law Lords who did hear it were read and the decision of the House announced. The three opinions delivered being all already

printed, it is possible that no other Law Lords than the Lord Chancellor and Lord JAMES OF HEREFORD were present at any time during the sitting. But such a quorum would not have been competent to hear the appeal argued. By section 5 of the Appellate Jurisdiction Act, 1876, "An appeal shall not be heard and determined by the House of Lords unless there are present at such hearing and determination not less than three . . . Lords of Appeal." With respect to business other than the hearing of appeals, it is laid down in May's Parliamentary Practice (11th ed., at p. 210) that "the Upper House may proceed with business if only three lords be present, of whom one may be a lord attending to take the oath." But if, on a division, thirty lords are not present, the question is declared not to be decided, and the debate is adjourned.

The "Occasions" for Increment Value Duty.

THE LETTER which we print elsewhere on the recent rules as to increment value duty gives an instance of the manner in which, as we suggested last week, the rules go beyond the functions of the Inland Revenue Commissioners. The letter relates to the occasions on which the duty is payable, and it is obvious that the rules cannot extend these occasions beyond those mentioned in the Act. The occasions appointed by section 1 for the payment of the duty are: (1) The transfer or sale of the fee simple of land or of any interest in land; (2) the grant of a lease for a term exceeding fourteen years (the manner in which this is expressed in the Act by a double negative is a curious instance of bad draftsmanship); (3) on death, where the fee simple of the land or any interest in the land passes on the death; and (4) in the case of corporate bodies, on the periodic occasions provided by the Act. For simplicity we confine ourselves to the first two heads—that is, transfers on sale and leases. It must be remembered that the expression "fee simple" is defined by section 41 to mean the fee simple in possession not subject to any lease, but it does not include an undivided share in the fee simple. A reversion on a lease, and also an undivided share in the fee simple, is included in "interest" in land, but this term is not further defined, except that it does not include "incumbrances" (i.e., mortgages, liens, and capital and annual charges), "fixed charges" (i.e., fee farm and other perpetual rents and statutory charges), incorporeal hereditaments, and terms of years not exceeding fourteen years. Consequently it includes other estates and interests in land inferior to the fee simple. Thus, to attract duty, there must be a transfer on sale of the fee simple or of an interest in land, or a grant of a lease, but the duty assessed varies according as the estate dealt with is the fee simple or an "interest"; and this is recognized in section 3, which provides by sub-section 2 for the collection of the whole duty on the occasion of a transfer of the fee simple, and by sub-section 3 of a proportionate part only on the occasion of a grant of a lease or a transfer of an "interest," and the collection is to be in accordance with rules made by the commissioners. This section refers to "transfer" simply, but it is restricted by section 1 to transfer on sale. Hence, whatever questions may be raised as to the exact scope of the rules to be made by the commissioners, it is clear that they can only provide for the collection of the duty on transfer on sale of the fee simple or an interest in land, as above explained, or on the grant of a lease for a term exceeding fourteen years.

The New Rules as to Increment Value Duty.

TURNING NOW to the recent rules, and still excluding the occasion of death and the periodical occasions in the case of corporate bodies, it seems that the rules introduce matters which are not specified in the Act. Under rule 2, provision is made for ascertaining the duty on the occasion of the transfer on sale of the fee simple, or on the occasion of the grant of any fee of any land, or the creation of any ground annual rent thereon; and rule 3 provides for the ascertainment of the duty on the occasion of the grant of a lease or transfer on sale of an "interest." The matters mentioned in rule 3 do not go beyond the statute, but rule 2 introduces two matters which are not mentioned in the statute—namely, the grant of any fee of the land and the creation of a ground annual rent. The expression "fee" taken by itself is unusual. Presumably

it is intended to include fee simple and fee tail; but whatever estate in the land is intended, no increment value duty is payable on the mere grant of it; there must be a transfer on sale, and whether this is of the fee simple or of any other kind of fee, it falls within other words of rules 2 and 3. The additional words referring to "the grant of any fee" must be taken, until some proper explanation is given of them, to be unauthorized and misleading. It is the same with the words "the creation of any ground annual rent"—a printer's error, we presume, for annual ground-rent—to which our correspondent takes exception. "Annual ground rent" is a term rather of popular than legal use. Such a rent is reserved on the grant of a building lease, and the occasion for the collection of duty arises by reason of the grant of the lease and not of the creation of the rent. Possibly a key to the draftsman's meaning is to be found in the direction in rule 1, that a lease "of a term" (presumably "for a term" is intended) of which 99 years or more remain unexpired is to be treated as a fee simple; thus the grant of such a lease at a rent for building purposes and the reservation of a ground-rent may have presented itself to the draftsman's mind as being in effect the transfer of the fee simple on sale in consideration of the creation of a rent, and if so, the whole duty, and not a proportionate part only, would be payable. This may be the reason why the words "the creation of a ground annual rent" are introduced into rule 2, but if so the draftsman has wandered far from the words of the Act, and the rules are likely to lead to confusion. There are further questions arising on them, as appears from a communication from Mr. G. H. DEVONSHIRE to the *Times* of the 26th inst., but these we must leave for the present.

Delay in the Delivery of Securities Purchased on the Stock Exchange.

A LARGE proportion of the persons who buy stocks and shares through a broker on the Stock Exchange are wholly dissatisfied with the custom under which they are invited to pay for what they have purchased in advance and to wait an uncertain period for the delivery of the deed of transfer of the securities. It is true that all contracts on the Stock Exchange are made subject to an implied reservation of the right of rescission if the contractee fails to complete, that is to say, the party who is ready and willing to complete may, in such cases, treat the original contract as rescinded, effect elsewhere a similar bargain at the market price and claim against his original contractee for any loss incurred. This is in accordance with the ordinary rule of law, so far at least as it relates to the remedy of the buyer, but on the Stock Exchange there are certain regulations as to the period at which a member may be treated as having failed to complete his bargain and as to the method of ascertaining and completing the amount of loss incurred, which must be strictly followed where it is sought to enforce the remedy. Buying in is carried out by auction publicly in the House. In some cases the attempt to buy in proves abortive, and the buyer is induced to waive his right by a compromise. In a long correspondence which has recently appeared in one of the daily papers it is contended that this custom is founded entirely upon the convenience of members of the Stock Exchange. The broker has, of course, to pay for any stock which he purchases within a certain prescribed interval after presentation of the certificate and the execution of the transfer. It is, therefore, imperative that he should be put in funds by his principal, and the custom requires the purchaser to forward to the broker a cheque for the amount shewn to be due on the contract notes a day or two before the settling day, and to leave the broker to see to the proper delivery of the securities. The settling day comes round, and it may happen that the broker finds a difficulty in getting delivery of what he has bought—probably because it does not suit the convenience of the jobber to deliver. Meanwhile the cheque goes into the broker's banking account and may remain there for weeks until it is required to take up the stock which may be presented at any time. In the case of the investment of trust funds, the purchase-money may pass into the hands of a broker whose credit is the only security for the delivery of the securities. It has, however, been held by the House of Lords that a trustee, in buying

Stock Exchange securities on behalf of his *cestui que trust*, is justified in employing a broker and in paying the purchase money to him without further security, and this decision is, we take it, inconsistent with the view that the custom requiring prepayment is unreasonable, more especially when it is remembered that prepayment in other departments of business is in full operation.

Registration under the Money-lenders Act.

THE LATEST instance—very many cases have occurred recently—of the House of Lords reversing the Court of Appeal, upon a question of how to construe novel Acts of Parliament, is *Whiteman v. Sadler* (reported elsewhere), a case under the Money-lenders Act, 1900. The case is reported, as dealt with by the Court of Appeal, in 1910, 1 K. B. 868, and with respect to two points considered in the judgments there reported, the House of Lords agreed with the Court of Appeal. These two points were: The meaning of "usual trade name," and the effect of a money-lender carrying on business "in more than one name." On a third point, however, the House of Lords did not agree with the Court of Appeal—that relating to the effect of actual registration—with the result that, contrary to the decision below, the action of the plaintiff (respondent) is dismissed with costs. Shortly, the result of the litigation is that, although the defendants (appellants) did contravene the provisions of the Act in two respects, viz., by carrying on a business under a name other than their "usual name," and by carrying on business "in more than one name," yet being *de facto* registered in accordance with the rules and regulations of the Inland Revenue Commissioners, these breaches of the Act are held not to entitle the plaintiff to set aside his contract with them. The principal opinion in the House of Lords was delivered by Lord MACNAGHTEN, who wittily said, with reference to the rarity of large "firms" of money-lenders, "They mostly hunt in couples, not in packs." With respect to the effect of improper registration, the view taken in the Court of Appeal was that if a name were registered in contravention of the Act, there was "no name registered at all within the Act," and therefore the security given by the bill of sale was worthless as being unenforceable. Lord MACNAGHTEN said: "I must confess that I have felt considerable difficulty in coming to a conclusion on this point, but on the whole I am of opinion that the bill of sale taken in the registered name of the money-lenders is not void, although the name was, I think, improperly registered." It is pointed out that the registration under the Act is effected in accordance with the regulations of a public department. The following advice was given by Lord MACNAGHTEN to this public department: "I venture to hope that the Commissioners of Inland Revenue will issue regulations which may be a guide to persons proposing to register, and not an occasion for stumbling, and that they will repair the error they have committed by removing, on proper notice, names wrongly registered, and taking care in future that, so far as in them lies, the requirements of the Act shall be complied with."

Compensation for the Compulsory Slaughter of Cattle Threatened by Disease.

THE RECENT decision of the officials of the Board of Agriculture, acting under the Diseases of Animals Act, 1894, to order the slaughter of all the cattle at a farm near Ripon where seven or eight animals were found or believed to be suffering from foot and mouth disease, seems to be regarded with approval by those interested in the prevention of the spread of fatal plagues among the cattle of Great Britain. Full compensation is, of course, payable to the owners of the cattle ordered to be slaughtered, and a reference to the debates in the House of Commons in 1866 on the Cattle Diseases Bill will shew that there was then much difference of opinion with regard to the provisions charging the cost of the compulsory slaughter of cattle on the local rates. Mr. BRIGHT thought that these provisions were calculated to deter any farmer or owner of cattle from trying curative means of any kind. The farmer would submit to fate—he would get one-half or three-quarters of the price of his cattle, and there would be a great cessation of the efforts to discover the nature of the disease; to cure it if it appeared; and to prevent its approach when it appeared in the neighbourhood

of any farm. Nothing could be more monstrous than the notion that the public ought to be called upon to make up to private persons all losses in consequence of accident. Mr. BRIGHT added that the loss which the farmers suffered was only the same kind of loss which periodically visited almost every other industry in the country, giving as an instance the then recent cotton famine in Lancashire. Mr. LOWE answered that it would be unreasonable to make the stockowners bear the whole of the loss, for it would affect all in time. Mr. J. STUART MILL agreed that farmers and landlords would suffer, but only to the same extent as other members of the community, and inasmuch as it was the whole community which suffered, no class of the community as a class had the smallest claim to compensation from the rest. He thought that in real justice the compensation to the farmers ought to be paid to the less fortunate by the more fortunate of the class, thus establishing what would be equivalent to a compulsory system of mutual insurance amongst the owners of stock. We can only repeat that the views as to compulsory legislation have greatly changed from those which were prevalent less than fifty years ago.

The Risk of Fraudulent Bills of Lading.

THE BILLS of Lading Act, 1855, informs us that at the date of that Act "it frequently happened that the goods in respect of which bills of lading purported to be signed had not been laden on board." More than fifty years have elapsed, but fraudulent bills of lading continue to exist, and have caused much disquiet in the mercantile world, especially in cases where the seller of goods draws on the buyer for the price and transmits the bill of exchange and bill of lading to the buyer together to secure acceptance or payment of the bill of exchange. It appears that, upon the sale of cotton in the United States for export to this country, a bill of exchange and a bill of lading are passed by the broker to the bank which finances his operations. That bank may pass them to other banks, but ultimately they come into the hands of a bank, usually in New York, which presents the bill of exchange and the bill of lading to a European bank, and on the acceptance of this bill of exchange the European bank becomes liable for the price of the cotton. The recent issue of fraudulent bills of lading for American cotton has led a committee, representing English banks and accepting houses and foreign banks interested in cotton, to agree upon a resolution that in the case of drafts drawn upon the banks against bills of lading for cotton, and negotiated through exchange buyers in America, the banks, from and after a day specified, will decline to accept the drafts unless the genuineness of the bills of lading, both as to signature and as to the possession of the cotton by the carriers up to the time of issue, be guaranteed by such exchange buyers to the correspondents of the banks concerned. This resolution appears to us to be in every respect justifiable. The American banks, who have better means of making inquiry than their correspondents in Europe, are the proper persons to furnish the guarantee, and there is good ground for believing that the local insurance companies would insure any risk arising out of any such guarantee at a moderate premium.

The Difficulty in Reporting Judgments.

A LETTER from "A Gallery Reporter" in the *Times* on Parliamentary reporting complains bitterly of the manner in which important speeches are delivered in the House of Commons. The Prime Minister and the Minister for Foreign Affairs are often, he says, nearly inaudible, and the reporter, who has on some occasions to supply a verbatim report of their speeches, has imposed upon him the difficult task of filling up from conjecture, or from his knowledge of the subject, large gaps in his notes of the words addressed to the House. Indistinctness is not a common failing among the practitioners in the Law Courts. They have been requested at different stages of their career to speak up, so that judge or jury may follow them, and if they are not always graceful, they are at any rate audible. But complaints from law reporters of the manner in which judgments are delivered are by no means infrequent. In some of the most important cases the judgments are not committed to writing, and the reporter is called upon sometimes, after a

fatiguing day's work, to take in longhand a full and satisfactory note of a hurried and indistinct judgment, the judge often dropping his voice when it is most important to catch the full meaning of his words. This difficulty has more than once led us to wonder that mistakes in the reports of judgments are comparatively rare.

An American Chief Justice and Phonetic Spelling.

AN AMERICAN newspaper, in an obituary notice of the late Chief Justice FULLER, of the Supreme Court of the United States, mentions that that learned judge was chiefly responsible for the defeat of President ROOSEVELT's scheme for an immediate and general change in the spelling of words throughout the republic. The Government printer had, in pursuance of this scheme, been ordered to set up all official documents in the new spelling, and one of these papers which was placed before the Chief Justice contained an extract from an opinion delivered by a former judge in which the word "through" appeared as "thru." The Chief Justice, after glancing at the paper, inquired whether it was a literal quotation from the opinion of the judge. The manner in which the question was put appears to have prevented a repetition of the incident, and Congress soon afterwards refused to receive communications in the new style of spelling, which, however, still prevails in certain American periodicals.

The Honours Examination.

IT WILL be observed, from the list of successful candidates at the Honours Examination of the Law Society, which we publish elsewhere, that the name of Mr. YAN SIK HO appears in the second class. It would be interesting to know whether there is any previous instance of a gentleman apparently of far-Eastern origin appearing in the Honours List, and also whether Mr. Ho intends to devote himself to practice in England. If he does, the advice given by Mr. DART to one of his pupils who had a peculiar cognomen may be of service—"Change your name, sir, if you mean to practise; you can't possibly sign a draft in the name of ———." The advice was taken and the pupil rose to considerable distinction in the profession.

Ex Turpi Causa Non Oritur Actio.

THE maxim *Ex turpi causa non oritur actio* is sufficiently familiar, and in some circumstances its application is obvious—where, for instance, the plaintiff is suing on a contract founded on an unlawful consideration—and it may apply also, it would seem, to the recovery of property if the plaintiff has to make an illegal transaction part of his cause of action; but the limitation which is to be placed upon this latter application of it is strikingly illustrated by the decision of the Court of Appeal in *Gordon v. Chief Commissioner of Metropolitan Police* (*Times*, 25th inst.).

In that case the plaintiff sued to recover a sum of £107 6s. 8d., which had been seized by the police during a raid on his premises in connection with betting. It appears to have been the proceeds of street betting carried on by the plaintiff, or on his behalf, and this was found as a fact by WARRINGTON, J., and the question of the plaintiff's right to recover was argued on the assumption of this fact; but VAUGHAN WILLIAMS, L.J., concluded his judgment, in which he left the question of law undecided, by remarking that there was no evidence to shew under what circumstances and for what purpose the plaintiff received the money, and on this ground he held that the plaintiff was entitled to recover. To judge, however, from the report of the case, this was the only hint that the facts as to the money were not as they were assumed to be, and both WARRINGTON, J., who dismissed the action, and MOULTON and BUCKLEY, L.J.J., who, with VAUGHAN WILLIAMS, L.J., allowed the appeal, based their judgments upon the question whether the above maxim was or was not applicable under the assumed facts of the case.

Under the Street Betting Act, 1906, any person frequenting or loitering in streets or public places, on behalf either of himself or of any other person, for the purpose of betting is liable to the penalties stated in the Act, and also to forfeiture of

all books, cards, papers, and other articles relating to betting which may be found in his possession. In the present case proceedings had been taken against the plaintiff and three other persons who were in his employ for offences under the Act. The offences were committed in the neighbourhood of certain premises, 19, Grove-street, Deptford, which, though not used for betting, furnished the operators with a refuge in case the police appeared on the scene. On the 28th of November, 1908, the plaintiff received, either himself or through his servants, £107 6s. 8d., and this amount was deposited in 19, Grove-street. On that day the police raided the premises under the authority of a warrant issued under section 11 of the Betting Act, 1853, and seized not only slips and documents relating to betting, but also the money, and they claimed to retain the money on the ground that it was required as evidence at the trial. The subordinates were convicted, but the plaintiff was acquitted. The police, having retained the money for the purpose of the trial, refused to return it when the trial was over, and the action was brought to recover it.

The Street Betting Act, 1906, as stated above, authorizes the forfeiture of betting apparatus, but not of money, and section 11 of the Act of 1853 is equally restricted. The section provides for the issue of a warrant to a police officer to enter any house or room used for illegal betting and to arrest persons found therein, and to seize all lists, cards, or other documents relating to racing or betting found on the premises; but no mention is made of money. The *data*, therefore, from which the case starts are extremely simple. The plaintiff obtained money as the proceeds of conduct which was unlawful under the Act of 1906, but the money was voluntarily paid to him and became his property. The police unsuccessfully proceeded against him under the Act, and in the course of the proceedings seized the money without statutory justification. They had, therefore, no right to detain it, and the plaintiff's right to recover it was clear unless it was defeated by the unlawful nature of the acquisition of the money.

The principle relating to the applicability of the maxim in question was stated by LINDLEY, L.J., in *Scott v. Brown, Doering, McNab, & Co.* (1892, 2 Q. B. 724), in a passage which was quoted and relied upon by WARRINGTON, J., in his judgment in the present case. The maxim, he said, was founded in good sense, and expressed a clear and well-recognized legal principle, which was not confined to indictable offences. "No court," continued LINDLEY, L.J., "ought to enforce an illegal contract or allow itself to be made the instrument of enforcing obligations alleged to arise out of a contract or transaction which is illegal, if the illegality is duly brought to the notice of the court, and if the person invoking the aid of the court is himself implicated in the illegality." In the view of WARRINGTON, J., this *dictum* covered the plaintiff's claim in the present case. The money was the result of an illegal transaction, and the claim, he considered, arose out of the illegal transaction, and was therefore unenforceable. The learned judge declined to distinguish in this connection between rights arising out of contract and rights of property. "It is said," he observed, "that the principle is only applicable where the plaintiff is seeking to enforce a right arising out of contract or quasi-contract, and that it does not extend to a right of property, but I can find no such limitation. . . . Where the illegality is a necessary fact, the principle applies whether the right arises out of contract or in some other way."

In the Court of Appeal MOULTON and BUCKLEY, L.JJ., met this reasoning by pointing out that the origin of the money had really no connection with the plaintiff's claim to the return of it. The police having in fact no title to the money, their position was not different from that of any other member of the public who might have entered the premises and taken it. The defence, said MOULTON, L.J., "does not rest upon any title or show of title in the defendant, but on an alleged impotence on the part of the plaintiff to recover the money from anyone who has got hold of it." But the transaction in which the plaintiff had himself acquired the money was a matter distinct from his title to recover it against a wrongful possessor. The money had been voluntarily handed to him, and whether the persons who paid it could recover it or not, the property in the money was

actually in the plaintiff at the time it was seized. In the course of his case he may have shown the nature of the transaction to which his acquisition of the money was due, but this was previous to and independent of his actual title to the money. "There being," said MOULTON, L.J., "no forfeiture of the money under the Street Betting Act, 1906, and the property in the coins having passed out of the payer by his own voluntary act of payment, it must be in the receiver, and whatever punishments and liabilities he may incur in frequenting the streets for the purpose of betting, there is nothing that affects his property in the money received by him." In the view of the Lord Justice the maxim *Ex turpi causa non oritur actio* had no application to the case.

And BUCKLEY, L.J., although he admitted that the maxim was not confined to the case of contract, took the same view of its non-applicability to the plaintiff's claim. The plaintiff's cause of action, he said, was exhaustively stated by saying that he sued the defendant for having deprived him of his property. Possibly the property ought not to have been got in betting transactions, but that was a matter which formed no part of the cause of action. "If the property is taken from the plaintiff on that ground, it is taken by confiscation. There is no ground of public policy upon which the defendant should keep that which under no circumstances is his." In *Scott v. Brown, Doering, McNab, & Co.* (*supra*), BUCKLEY, L.J., pointed out, the claim was on an illegal contract, and, indeed, the terms of the *dictum* of LINDLEY, L.J., quoted above do not seem to apply to such a claim as that in the present case. The plaintiff was not seeking to enforce an obligation arising out of a contract or transaction which was illegal. The obligation was an obligation of the police to return money which had been improperly taken by them, and which was the property of the plaintiff. To hold otherwise would have been to give the police a power of forfeiting money under the Betting Acts which the Legislature has refrained from conferring on them. VAUGHAN WILLIAMS, L.J., intimated that he did not agree with MOULTON, L.J., in his views of the application of the maxim, but since he declined to state with any definiteness his own views, and avoided the question by taking a view of the evidence which does not seem to have occurred to anyone else, it is fair to ascribe all the weight of the decision to the judgments of MOULTON and BUCKLEY, L.JJ., and these place a useful limitation on the application of the maxim.

Co-respondents of Non-English Domicil.

A QUESTION of the first importance in divorce proceedings, where the co-respondent is not of English domicil, has recently been decided by Sir SAMUEL EVANS: see *Rayment v. Rayment*, and *Chapman v. Chapman* (reported elsewhere). The President's decision establishes a distinction, between the position of a co-respondent and that of other parties to a suit for dissolution of marriage, which does not appear either to be noticed in any text-book or to have been the subject of judicial decision. Where a co-respondent has a domicil other than English—whether he be a British subject or not—it seems to have been regarded, up to the present time, as a matter of course that he should be dismissed from the suit, and that his application to be so dismissed should be granted as a matter of right. These applications are of frequent occurrence—in one volume of the *Law Reports*, 1908, P., there are three cases of this kind: *Levy v. Levy*, p. 356; *Baker v. Baker*, p. 257; *Boger v. Boger*, p. 300. The ground for dismissing a co-respondent from the suit, where his domicil is not English, has always been considered to be that the English courts have no jurisdiction over him by reason of his domicil, just as in the case of the other parties to the proceedings an English domicil is essential. In *Rayment v. Rayment* (*supra*)—the judgment delivered applies to both cases—it has now been held that the jurisdiction of the English courts over co-respondents depends neither on domicil nor nationality, and a motion to dismiss from the suit as co-respondent a man who was a domiciled Scotsman was refused. The distinction thus drawn between co-respondents and other

parties is based on the peculiar position occupied by a co-respondent both prior to the Matrimonial Causes Act, 1857, and under particular enactments in that statute itself.

The facts and circumstances of the two cases above referred to were similar, except that in *Rayment v. Rayment* no damages were claimed, but only costs under section 34 of the Matrimonial Causes Act, 1857, whilst in *Chapman v. Chapman* both damages and costs were claimed under sections 33 and 34. This was held to make no difference. The motion in each case was that the co-respondent should be dismissed from the suit on the ground that the court had no jurisdiction over him. The suit was in each case brought by the husband for a decree of dissolution of marriage by reason of the adultery of the wife with the co-respondent. The co-respondents were domiciled in Scotland; the adultery was alleged to have taken place there, and the petition and citation were served on the co-respondents in Scotland. The petitioner and respondent in each case were, of course, of English domicile. The English courts can only decree dissolution of marriage where both petitioner and respondent are domiciled in England at the commencement of the proceedings, and as regards petitioners and respondents Scotland, Ireland, Italy, New Zealand, &c., are equally "foreign" countries, domicile in which is "foreign" and ousts the jurisdiction of the English courts. The President cited a number of cases where co-respondents had been dismissed from the suit on the ground of a "foreign" domicile, it having been assumed that the rule as to domicile applied in their case as well, and observed: "Whatever it is that determines the jurisdiction of this court with regard to co-respondents, I am of opinion that the jurisdiction does not depend on the domicile of the co-respondent. . . . But I am also of opinion that the jurisdiction is not to be determined by the question whether the co-respondent is or is not a British subject."

Section 28 of the Matrimonial Causes Act, 1857, enacts that upon a petition being "presented by a husband the petitioner shall make the alleged adulterer a co-respondent," unless excused by the court on special grounds. Then, by section 42, the "petition shall be served on the party to be affected thereby, either within or without her Majesty's dominions," as the court by order may direct. Section 33 enacts as follows: "Any husband may, either in a petition for dissolution of marriage or for judicial separation, or in a petition limited to such object only, claim damages from any person on the ground of his having committed adultery with the wife of such petitioner . . . and the claim made by every such petition shall be heard and tried on the same principles, in the same manner, and subject to the same or the like rules and regulations, as actions for criminal conversation are now tried and decided in courts of common law. . . ." It is these express enactments—that the co-respondent must be served with the petition, and that damages may be claimed against him, as in the former action for criminal conversation—which are relied on by the President as distinguishing the co-respondent's position from that of the other parties: "So far as the co-respondent is concerned, the citation corresponds with what would have been the writ in an action for criminal conversation. . . . I see no reason why the service of the petition and citation upon him, if out of England, should not place him on a similar footing with regard to jurisdiction as a defendant properly served with a writ out of the jurisdiction under Order XI. in the King's Bench or Chancery Division." It is also pointed out that the action for criminal conversation was an ordinary action for tort, in respect of which the courts would have had jurisdiction irrespective of the defendant's domicile, nationality, or residence, under proper circumstances. The President concluded a lengthy judgment thus: "The conclusions at which I have arrived, after considerable perplexity and difficulty, are as follows: The jurisdiction of the court over the co-respondent, both as to damages and costs, in a suit properly instituted here does not depend on domicile, allegiance, or residence. If a foreign co-respondent is served in England this court has for that reason jurisdiction over him. He can be served abroad, whatever his nationality; and if he is served abroad, the statute authorizing such service gives to this court jurisdiction over him. In proper cases the court may exercise discretionary power, and dismiss or

dispense with a co-respondent domiciled abroad, but he is not entitled to demand as of right that he be dismissed from the suit. By these motions the respondents, Scotsmen, make that demand. Until some higher court decides that this demand can be made as of right, I must, on the view I take of the law, decline to accede to it; and I dismiss both motions with costs."

Reviews.

The Municipal Corporations Acts.

RAWLINSON'S MUNICIPAL CORPORATIONS ACTS. TENTH EDITION. By J. F. P. RAWLINSON, K.C., and J. A. JOHNSTON, Barrister-at-Law. Sweet & Maxwell (Limited).

This is a new and carefully revised edition of a book which covers a field untouched by any other legal text-book. Numerous treatises exist on special branches of the law administered by municipal corporations in common with other local authorities; we need only name as examples Mackenzie's edition of Pratt's Law of Highways and Glen or Lumley on Public Health. Again, Brice on *Ultra Vires* is a storehouse of useful information upon the principles which govern the powers, functions, and liabilities of municipal as well as other classes of corporations. But the late Sir Christopher Rawlinson's carefully annotated edition of the various statutes which regulate the status of municipal corporations is the only treatise which contains a complete commentary on the constitution of these all-important units of local government; that work, with innumerable additions and improvements, is the framework which the present editors have expanded into an elaborate and thorough treatise, which covers an enormous tract of legal territory.

Part I. deals at length with the various Municipal Corporation Acts, of which the most important is that of 1882; Part II. contains the relevant sections selected from a large number of other Acts of Parliament which contain provisions imposing duties and liabilities on the governing bodies of boroughs. As a few examples which shew the varied field covered by the editors in exercising a choice of such statutes, we may mention the Mortmain Acts, 1888 and 1892, the Weights and Measures (Purchase) Act, 1892, the Police Act, 1893, the Public Libraries Act, 1892, the Education Act, 1902, the Justices of the Peace Act, 1906, the Costs in Criminal Cases Act, 1908, and the Oaths Act, 1909. Some of these are a little unexpected, but the reader, on referring to the statute or the editors' annotations of it, will find that in every case an excellent reason exists for appending the selected sections to this book.

Throughout the whole work the commentary appended to each section of each statute dealt with is exceedingly thorough and careful; an honest attempt to include every case which is really relevant has obviously been made. In order to satisfy himself upon this point, the reviewer looked up several recent cases to which his attention has been drawn in the course of practice, and found nearly all of them noted. Among these cases are *Attorney-General v. De Winton* (1906, 2 Ch. 106), which decided that the limitations imposed upon the borrowing powers of a corporation cannot be evaded by the device of obtaining an overdraft from its bankers; *R. v. Beer* (1903, 2 K. B. 693), which decided that the remedy of *quo warranto* is still available against unqualified persons holding corporate offices even when an election petition will also lie; *Latter v. Littlehampton Urban District Council* (1909, 73 J. P. 426), which defined the limits within which employees of a municipal body will be entitled to claim compensation under a statute abolishing their offices.

In a work of this kind it is hardly necessary to say that a really good index is a prime essential. Just 100 pages are allotted to the index by Messrs. Rawlinson and Johnston, so that the reader can hardly complain of meagreness as its defect. We must say that occasionally a heading strikes one as a little unnecessary; for instance, we get this topic as a heading by itself: "Flags, payment for, at election is illegal." Would any human being who consults the book think of looking up "Flags," in the index? Now, when we turn to the heading "Illegal Payments," where we should naturally look for a reference to "Flags," we find no notice of the topic. At the risk of being hypercritical, we think that an entry of that kind indicates a slightly unpractical tendency on the part of the editors. While, however, we feel it our duty to call attention to the fact that the index is not quite perfect, we think it right to say that we have found it complete, accurate, and judicious in the quantity of topics selected for reference. The same merits are to be found in the Tables of Statutes and Cases; and there is a most useful analysis of the Municipal Corporations Act, 1882, set out at length in the Table of Contents. We certainly think that every borough council should make a point of getting a copy of this useful work.

Books of the Week.

Company Precedents.—Company Precedents for Use in Relation to Companies subject to the Companies (Consolidation) Act, 1908. Part II: Winding-up Forms and Practice, arranged as follows: Compulsory Winding-up, Voluntary Winding-up, Winding-up under Supervision, Arrangements and Compromises; with copious Notes, and an Appendix containing Acts and Rules. Tenth Edition. By Sir FRANCIS BEAUFORT PALMER, Bench of the Inner Temple, assisted by EDWARD MANSON, Barrister-at-Law. Stevens & Son (Limited).

Trust Accounts.—Trust Accounts, including the History, Preparation, Investigation and Audit thereof. By PRETOR W. CHANDLER, Solicitor. Second Edition. Butterworth & Co.

Law for Sportsmen and Gamekeepers.—Shots from a Lawyer's Gun. By NICHOLAS EVERITT, F.Z.S. (H.R.E.). Fifth Edition, Enlarged, with Table of Statutes, List of Cases, and Chapters on New Subjects. Illustrated by Wallace MacKay and other Artists. Everett & Co.

Land Value Duties.—The Law Relating to the Duties on Land Values: being the Finance Act, 1910, Part I, with Introduction and Notes. By J. A. LOVAT-FRASER, M.A., LL.M., Barrister-at-Law. Waterlow & Sons (Limited).

Key and Elphinstone.—Supplement to the Ninth Edition of Key and Elphinstone's Compendium of Precedents in Conveyancing. By Sir HOWARD WARBURTON ELPHINSTONE, Bart., M.A., one of the Conveyancing Counsel of the Court, FREDERICK TRENTHAM MAW, B.A., LL.B., and GILBERT HARRISON JOHN HURST, M.A., Barristers-at-Law. Sweet & Maxwell (Limited).

Correspondence.

Increment Value Duty—Inland Revenue Rules.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—In your issue of last week I see that you raise a question as to whether the new rules made by the Inland Revenue Commissioners under section 3, sub-sections 2 and 3, of the Finance Act are not to some extent *ultra vires*. In this connection I should be glad if you could give your readers the advantage of your opinion upon the following.

Rule 2, sub-section 1, of the new rules purports to determine the amount of increment value duty which shall be deemed unsatisfied "on the occasion of the transfer on sale . . . or on the occasion of the grant of any fee of any land or the creation of any ground annual rent thereon." The words which I have italicized imply that increment value duty may be assessed or collected on the occasion of "the creation of any ground annual rent" out of land, but is there anything in the Finance Act which justifies this view? If land is transferred "on sale" and the consideration for this sale is the creation and reservation of a fee-farm rent, no doubt increment value duty should be assessed, and must be satisfied, not because the "creation" of a ground-rent is an "occasion" for assessing duty, but because the duty is assessable on the occasion of a "sale," and by reference to the consideration paid or agreed to be paid on that occasion.

We can make the distinction more clear by considering the following case. Suppose the owner in fee of land creates a fee farm rent and sells that rent, he himself retaining the hereditaments upon which the rent is charged. There appears to be nothing in the Act that renders the land liable to any claim for increment value duty on the occasion of such a transaction—the reason being that a fee-farm rent is not an "interest in land" within the meaning of section 1 of the Act, although it is a "fixed charge" within the meaning of section 25 of the Act. If this view is correct, in what sense can the words of the new rule which I have italicized have any operation? What section of the Act makes any provision for ascertaining whether any increment value has or has not accrued on the occasion "of the creation of any ground-rent?"

July 26.

[See observations under the head of "Current Topics."—Ed. S.J.]

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—You have in your article last week raised the question whether the new rules of the Inland Revenue Commissioners are valid as regards the taxpayer, and it may be worth while to see how, if valid, some of them will work in practice. Take, for instance, rule 3 (3), and apply it to the following common case:—

A freeholder grants a long lease at a ground-rent; his lessee grants a sub-lease at an improved ground-rent. The freeholder and the original lessee pay duty on the grants of their leases respectively;

these duties are, under this rule, to be deemed as paid in respect of the interests so created, but not in respect of the interest out of which they are created. The effect of this is that when either the freeholder or the original lessee sells, any duty paid at the time of granting the lease by him is not to be taken into account as having been paid in respect of the interest out of which such lease was granted, and so he will be called upon to pay duty a second time in respect of the same increment.

July 27.

SOLICITORS.

Increment Value Duty.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—I wish to draw your attention to a paragraph which appeared in your leading article (last column) of the 23rd inst. upon the above subject.

You state that "when a conveyance on sale is executed, the land becomes 'charged' with the duty," &c. It seems to me that, provided the deed is stamped in accordance with the provisions of sub-section 3 of section 4 of the Act, the increment duty can only be claimed against the transferor.

In addition, if the provisions of the above sub-section are not complied with, the only risk the purchaser runs is that his conveyance would be held to be insufficiently stamped. If the above contention is correct, the land is never charged with the payment of the duty.

Cardiff, July 26.

GARST.

[It would have been more accurate to have stated that on the occasion in question the duty becomes charged in respect of the increment value of the land. But our having, in the passage referred to by our correspondent, put the word "charged" in inverted commas was intended to draw attention to the fact that we used the word "charged" in the meaning that it bears in the Act. In the recapitulation at the end of the article the effect of the Act is stated correctly.—Ed. S.J.]

The Codification of the Poor Law.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—In moving the second reading of the Licensing (Consolidation) Bill in the House of Lords yesterday the Lord Chancellor said "he hoped that the success of this Bill might encourage other private Members to do the same good work which had been done by private members on this occasion—namely, to put the tangle of our statutes into something like orderly shape, and thereby to enable people to understand what the law was."

With these wise and statesmanlike words I feel sure all will agree, and I do not know any legal field so fertile, and on which a young lawyer could so deservedly win fame and fortune, as the codification of the poor law. The recent report of the Royal Commission would enable him to bring forward a codifying Bill, with such amendments as the report indicates, as would at once attract the attention of the Legislature, and, if carried, would put an end to the reckless waste and extravagance and overlapping of administration as that report has shewn to exist.

I have heard it said that of every sovereign spent on "poor law" only half-a-crown goes to the poor, and the rest in "administration." If those figures are approximately accurate, then surely no time should be lost in altering, amending, and codifying the law, and the man who identifies himself with such a measure will never regret it.

T. ROTHWELL HASLAM.

47, Moorgate-street, E.C., July 27.

Reconveyances.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—Referring to the Conveyancing Bill now before Parliament, and mentioned by you in one of your short Leaders in the issue of the SOLICITORS' JOURNAL for the 16th of this month, might it not be suggested, with advantage, that a clause should be added dispensing with formal reconveyances in the cases of mortgages and substituting for the same a simple receipt to be indorsed on the mortgage, and providing for such receipts to be sufficient discharges and to vest the legal estate in the mortgagor, &c., in the same way as is now provided in the case of building societies' mortgages? Such a provision would save a great deal of unnecessary expense and trouble.

REGINALD W. PEARLESS.

East Grinstead, Sussex, July 25.

The Royal Assent was given on Tuesday to the Appropriation Act, the Police Superannuation (Scotland) Act, the Census (Ireland) Act, the Supreme Court of Judicature Act, the Police (Weekly Rest Day) Act, the Norwich Charities (No. 2) Act, and fifty-four private and provisional order Acts.

Points to be Noted.

Practice.

Costs—Order in the Chancery Division for Payment—Action in the King's Bench Division to Recover.—An order in the Chancery Division for payment by the defendant of the costs of a motion creates (when the costs have been taxed) a debt which may be recovered by an action in the King's Bench Division.—*SELDON v. WILDE* (Darling, J., April 12) (1910, 2 K. B. 9).

Costs—Licensing Act, 1904—Compensation—Appeal—Costs against Commissioners.—Under section 2 of the Licensing Act, 1904, a judge of the High Court has a discretion to order costs against the Inland Revenue Commissioners, on a successful appeal from their decision as to compensation for an extinguished licence, but it is a judicial discretion, and only to be exercised against the commissioners if they have behaved unreasonably.—*RE HARDYS CROWN BREWERY (LIM.) AND ST. PHILIP'S TAVERN, MANCHESTER* (C.A., April 15) (54 SOLICITORS' JOURNAL, 457; 1910, 2 K. B. 257).

Costs—Appeal—Order for Security—In forma pauperis.—When an order for giving security for the costs of an appeal, and for staying proceedings until security given, has been made against an appellant on the ground of his poverty, there is nothing to hinder the appellant from obtaining *ex parte*, before the time for giving security has expired, leave to appeal *in forma pauperis*. Then, if the order for security has not been passed and entered, the Court of Appeal may vary it by making no order on the motion for security; and in any case the court has discretion to declare in these circumstances that the order for security has ceased to be operative.—*WILLE v. ST. JOHN* (C.A., Feb. 4, April 22) (54 SOLICITORS' JOURNAL, 457; 1910, 1 Ch. 701).

Discovery and Interrogatories—Bankruptcy.—Rule 72 of the Bankruptcy Rules, 1886, authorizes the use of discovery and interrogatories in bankruptcy proceedings, and continues: "Proceedings under this rule shall be regulated as nearly as may be by the Rules of the Supreme Court for the time being in force in relation to discovery and inspection." Whether on account of this direction (for in the High Court no discovery or interrogatories are allowed where the real issue is of a penal nature), or because of the form of the affidavit to be filed in support of the petition, a petitioning creditor cannot obtain an order for discovery or interrogatories to prove the allegations in the petition before the hearing of the petition.—*RE A DEBTOR* (No. 7 of 1910) (C.A., April 22) (54 SOLICITORS' JOURNAL, 459; 1910, 2 K. B. 59).

Costs—Claim and Counterclaim Dismissed—Set-off.—When the plaintiff's claim and the defendant's counterclaim have both been dismissed with costs, and the judge has directed a set-off of costs, the proper direction to the taxing-master in the minutes is to tax the defendant's costs of the action, and the plaintiff's costs of the counterclaim, and order payment of the balance. The proper direction is not to tax the defendant's costs of the action, so far as he has not increased them by his counterclaim, and the plaintiff's costs of the action so far only as the defendant has so increased them, and order payment of the balance.—*JAMES v. JACKSON* (Warrington, J., April 28) (1910, 2 Ch. 92).

CASES OF THE WEEK.

House of Lords.

WHITEMAN AND ANOTHER v. SADLER. 27th and 28th June; 23rd July.

MONEY-LENDER—BILL OF SALE—CARRYING ON BUSINESS IN DIFFERENT NAMES AT TWO ADDRESSES.—"REGISTERED UNDER HIS OWN NAME, OR HIS USUAL TRADE NAME"—MONEY-LENDERS ACT, 1900 (63 & 64 VICT. C. 51), s. 2 (1), (A), (B), (C).

The question was whether a bill of sale accepted by a money-lender who was registered, but improperly registered, was void. The plaintiff alleged that it was, and claimed the return of money he had paid in satisfaction of the bill. Bray, J., entered judgment for the defendants.

Held that the expression "usual trade name" in section 2, sub-section 1 (a) of the Money-lenders Act, 1900, means the name under which the money-lender has carried on business before the date of registration.

Held, also, that a money-lender cannot legally carry on business at one address under his own or usual trade name, and at another address as partner of a firm registered under a different name.

Held, further, that the penalty imposed by the Act, making any money transaction by a person not registered as a money-lender void, did not apply if the money-lender was in fact registered, although he had got on the register improperly.

Therefore, reversing on this last ground alone the decision of the Court of Appeal (54 SOLICITORS' JOURNAL, 375; 1510, 1 K. B. 868), the appeal of the money-lenders was allowed, and the judgment of Bray, J., restored.

Appeal by the defendants, who were money-lenders, which raised the question of what meaning was to be given to the words "own or usual trade name" in section 2, sub-section 1 (a) of the Money-lenders Act, 1900, and whether on the facts proved or admitted, the defendants being registered *de facto*, the plaintiff could rightly claim that the security for the loan was rendered void by the provisions of the Act. Bray, J., had entered judgment in favour of the defendants. The Court of Appeal reversed his decision, holding that as the Money-lenders Act, 1900, prohibited a man from registering himself as a money-lender, "except in his own name, or in his usual trade name," a money-lender could not carry on business at one address under his own name or usual trade name, and at another address as a partner of a firm registered under a different name. Accordingly, they held that the transaction in question was void, and entered judgment for the plaintiff. The money-lenders appealed. The facts were stated in Lord Macnaghten's judgment substantially as follows:—The action was commenced against Arthur George Whiteman and Walter Elphick Whiteman, trading in partnership as money-lenders under the registered name of "Cobb & Co.," by the plaintiff, Mr. Sadler, a person who had obtained from them a loan repayable with interest by instalments, and secured by a registered bill of sale. Default was made in payment of one of the prescribed instalments, and the money-lenders seized the goods comprised in the security. The plaintiff thereupon issued a writ claiming damages for trespass and wrongful seizure and an injunction. An order was made giving the debtor liberty to pay within a week (under protest and without prejudice to his contention that the bill of sale was invalid, and that he was entitled to damages) the amount claimed by the defendants for principal, interest, and costs, and ordering that thereupon the defendants should enter up satisfaction, and the action should proceed as to damages only. In the meantime an injunction originally granted *ex parte* was continued. Under the order the defendants were paid £187 13s., and satisfaction was entered on the registered copy of the bill of sale. Pleadings were then delivered. In his statement of claim as amended the plaintiff said that the defendants were not entitled to rely on their alleged security, because the transaction which resulted in the bill of sale took place elsewhere than at the registered address of the defendants, and alternatively because the bill of sale was void by reason of the provisions of the Money-lenders Act, 1900, and a claim was made for the return of the £187 13s. paid. The House took time for consideration.

Lord LOREBURN, C., merely concurred in the reasonings and conclusions arrived at by Lords Macnaghten and Dunedin.

Lord MACNAGHTEN, in his judgment, said three questions were argued at the bar. Bray, J., dealt with the first two of them, but in his view of the case the third question did not call for decision. It was admitted that the name Cobb & Co. in which the defendants were registered was assumed for the purpose of registration. It was a designation under which the defendants had never traded before. It was also admitted that the defendant Arthur George Whiteman was already on the register as Cox & Co. The first question turned on section 1 (2) (a), which enacted that a money-lender "shall register himself . . . in his own or usual trade name, and in no other name." Bray, J., held that the expression "usual trade name" was capable of being construed as the trade name under which the money-lender proposed to carry on business. The Court of Appeal held that a name assumed for the first time for the purpose of registration could not be so described. He agreed with the Court of Appeal. It was argued that if the natural or primary meaning of the expression were adopted it would lead to many difficulties. It would be impossible, for instance, to buy the goodwill of a money-lender's business and carry on the old trade under the old name. It was not the practice, it was said, to indicate the names of individual partners in the title or style of the firm. But publicity was the very object of the Act, and its chief weapon, and after all the prohibiting the use of any "description" in connection with the registered name could not be specially inconvenient in the case of money-lenders, for they mostly hunted in couples and not in packs. The second question depended on the prohibition in section 2, sub-section 2, which imposed a penalty on a money-lender carrying on business "otherwise than in his registered name, or in more than one name." With the utmost respect for Bray, J.'s opinion, his lordship thought that the Court of Appeal was right in holding that a man who under different names carried on one business as an individual, and another as a member of a partnership firm, did carry on more than one business. His lordship then dealt with what was the consequence of holding that the registration on which the defendants relied was not in accordance with the requirements of the Act. He referred to the dissenting view on this point expressed by Farwell, L.J. His lordship then said: But on the whole I am of opinion that the bill of sale taken in the registered name of the money-lender is not void, although the name was, I think, improperly registered. It would be a strong thing to hold that a person whose name has been placed on the register by the officers of a public department in conformity with regulations purporting to be issued under the authority of Parliament becomes liable to a fine and imprisonment and the absolute loss of all his contracts, not for trading without registration, but for trading in a registered name, registered, I admit, wrongly, but registered by the authorized exponents of the requirements of the Act and the statutory custodians

of the register. If, in violation of the plain words of the Act, a money-lender trades without being registered at all, or, being registered, trades in another name, he is very properly left to the mercy of anyone who chooses to attack him, and his contracts are rightly avoided. But if he is registered by the commissioners, and registered improperly, the fault does not lie with him alone. I venture to hope that the Commissioners of Inland Revenue will issue regulations which may be a guide to persons proposing to register, and not an occasion for stumbling. In this way the Act, it may be hoped, will regain power, and at the same time command respect. As administered by the Board of Inland Revenue, it loses half its virtue. I think the action should be dismissed, with costs.

Lords ASHBORNE, DUNEDIN, and MERSEY gave judgments to the like effect.

Lord JAMES of HEREFORD withdrew his dissenting judgment. Appeal allowed, and judgment of Bray, J., restored, with costs.—COUNSEL, for the defendants, *Shearman, K.C., and Schwabe*; for the plaintiff, *Spencer Bower, K.C., and C. A. McCurdy*. SOLICITORS, *Windybank, Samuel, & Lawrence*; *Durham, Carter, & Durham*.

[Reported by ERSKINE REID, Barrister-at-Law.]

Court of Appeal.

GORDON v. CHIEF COMMISSIONER OF METROPOLITAN POLICE.

No. 1. 3rd June; 23rd July.

GAMING—STREET BETTING—SEIZURE BY POLICE OF PROCEEDS OF BETS—ACTION TO RECOVER MONEY—RIGHT OF OWNER TO MAINTAIN ACTION.

The plaintiff, a bookmaker, placed £107 6s. 8d., the proceeds of street betting, in a house occupied by a person who assisted him in his transactions. The house was raided by the police under a warrant granted under section 11 of the Betting Act, 1853, and the £107 6s. 8d. and a number of betting slips were seized and detained by the police for the purposes of certain proceedings taken against the plaintiff and others. In those proceedings the plaintiff was acquitted. The police having refused to hand him back the money, the plaintiff brought an action claiming the return of his property.

Held, that the action was maintainable.

Decision of Warrington, J. (sitting as an additional judge of the King's Bench Division) (54 SOLICITORS' JOURNAL 288) reversed.

The plaintiff, Arthur Gordon, a bookmaker, was in November, 1908, according to his own story, conducting street-betting operations in the neighbourhood of a house in Grove-street, Deptford, which was in the occupation of one Arthur Jones. The plaintiff's account was that he and Arthur Jones, with the plaintiff's brother, Charles Gordon, and David Turner, were together engaged in street betting; that Jones and Charles Gordon were the plaintiff's paid servants; that David Turner was a scout, and that the house at Grove-street, Deptford, was used not as a betting-house, but merely as a house of refuge in case the police came along the street. Consequently the gist of the plaintiff's case was that his betting was confined to the street betting. He said that on the 28th of November, 1908, he had received either himself or through his two servants the sums of money which the police found in a room in the house, amounting to £107 6s. 8d. On that day the police raided the premises under the authority of a warrant issued under section 11 of the Betting Houses Act, 1853 (16 & 17 Vict. c. 119). That section authorized any police officer to enter a house where it was supposed that betting was being carried on and to arrest all persons found thereon and to seize all documents relating to racing or betting found on the premises material to the charge. The police seized not only betting slips and so forth relating to betting found by them at the house, but also the money, the subject of this action. Proceedings were afterwards taken against the plaintiff and his confederates, when the plaintiff was acquitted and the others were convicted. The plaintiff thereupon asked that the police would hand him over the money they found on the premises. They declined to do so. The action was then brought for the recovery of the money and for damages for its detention. The action came on before Warrington, J. (sitting as an additional judge of the King's Bench Division), and he held that the action was not maintainable because it was one that arose out of an illegal transaction, namely betting, and the court would not assist anybody to recover money so obtained. From that decision the plaintiff appealed.

THE COURT reserved judgment.

VAUGHAN WILLIAMS, L.J., said that the statement of claim was as follows: "(1) The defendant on or about the 28th day of November, 1908, wrongfully seized and took possession of certain money, the property of the plaintiff, amounting to the sum of £107 6s. 8d., and has since the said 28th day of November, 1908, wrongfully detained the said sum of £107 6s. 8d., the property of the plaintiff, whereby the plaintiff has lost the use and possession of the said sum of £107 6s. 8d., and has suffered damage. (2) Alternatively, the plaintiff says that the defendant received the said sum of £107 6s. 8d. to the use of the plaintiff. Particulars—28 November, 1908. The defendant took possession of the said sum of £107 6s. 8d., and has since retained possession of the same, wherefore the plaintiff says the said sum of £107 6s. 8d. was received by the defendant to his use. The plaintiff claims: (1) Return of the said sum of £107 6s. 8d. and damages for its detention; (2) alternatively, the sum of £107 6s. 8d. as money had and received." That was in form an action to recover money had

and received to the use of the plaintiff. Warrington, J., had dismissed the action because the plaintiff, in order to establish his title to the money, had to rely upon it being the process of a criminal act. It had been suggested at the trial that not only could the plaintiff not recover on this ground, but that under section 48 of the Metropolitan Police Act, 1839, the money became forfeited. Warrington, J., did not go as far as that, because that was a penal section, and therefore had to be strictly construed, and here the seizure was not strictly in accordance with the provisions of that section. The court in the present case had not satisfied itself as to how the money came into the plaintiff's possession. But he had been exonerated from the charge of using these premises for betting, and his lordship did not think that the evidence was such that the old maxim, *ex turpi causa non oritur actio*, applied. It was clear law that the principle that the court would not assist a plaintiff to recover money which had been obtained in an illegal transaction applied to actions for the recovery of property as well as actions on contract tainted with illegality, and further would be applied to cases where the defendant was not a party to the original illegality. But an action to recover property would not be defeated by the application of the principle embodied in the maxim unless it was an action to recover on one specific thing, such as could be recovered in an action of trover or detinue. The thing the subject of the action must have been directly acquired through the medium of a transaction which was fraudulent or illegal. It was not sufficient to induce the court to refuse its assistance to a plaintiff that he had acquired the property under a contract which was void at law. Here the plaintiff had acquired a perfectly good title to the money. The judgment appealed from could not stand. There must be judgment for the plaintiff for the return of the money.

FLETCHER MOULTON, L.J., in agreeing that the appeal should be allowed, said that the defence relied upon before them would be equally good on behalf of any person who, going into a room and seeing money, had pocketed it and defied the plaintiff to recover it from him. The Chief Commissioner of Police did not pretend that he had any right to retain the money. All he said was—You have lost possession of it, and you cannot maintain an action at law to get it back, because it is money the proceeds of betting. But the plaintiff became possessed of it under circumstances which did not prevent the title in it passing to him. It was not stolen property. He was simply in the position of a person suing for his own money, which had been taken away and was being detained by a person who admitted he had no title to it, and could not, therefore, retain it against the lawful owner.

BUCKLEY, L.J., said that so far as he could properly do so, he expressed his regret that he was unable to affirm the decision of Warrington, J. It might well be a wholesome state of the law that money obtained in betting transactions might, in such circumstances as the present, be seized and confiscated by the police. But since the passing of the Betting Act of 1853 this was not so, for section 12 of that Act did not repeat the provisions of section 48 of the Metropolitan Police Act, 1839, which, in certain circumstances, empowered the police to seize, not only betting slips, but money and securities found on the premises. He agreed that the plaintiff was entitled to judgment. The court then entered judgment for the plaintiff for the return of the £107 6s. 8d., with costs, there and below.—COUNSEL, *Turrell and A. R. Stephens*, for the plaintiff; *J. Eldon Bankes, K.C., and G. A. Scott*, for the defendant. SOLICITORS, *Good, Good, & Co.; Wontner & Sons*.

[Reported by ERSKINE REID, Barrister-at-Law.]

NISBET v. RAYNE & BURN. No. 2. 21st July.

MASTER AND SERVANT—WORKMEN'S COMPENSATION—MURDER OF SERVANT—ACCIDENT ARISING OUT OF AND IN THE COURSE OF EMPLOYMENT—WORKMEN'S COMPENSATION ACT, 1906 (6 ED. 7, c. 58), s. 1.

The murder of a servant who, by reason of his employment is peculiarly exposed to such a risk, is an accident arising out of and in the course of his employment, within the meaning of the Workmen's Compensation Act, 1906.

Appeal from award of the judge of the Newcastle-upon-Tyne County Court, as arbitrator under the Workmen's Compensation Act. The applicant was the widow of John Innes Nisbet, and claimed compensation from MESSERS. RAYNE & BURN, trading as the Stobswood Coal Co., for the death of her husband. The admitted statement of facts shewed that Nisbet was a workman to whom the Act applied; that he was in the employment of the respondents at the time of his death and was in receipt of £2 15s. a week; that his death took place on the 18th of March, 1910, whilst in the execution of his duty when he was carrying money to Stobswood Colliery on behalf of the respondents in a railway carriage on the North-Eastern Railway; and that his death was caused by pistol or revolver shots fired by some one other than Nisbet himself. The county court judge held that the risk undertaken by Nisbet in carrying a large sum of money was a risk incidental to his employment, and likely to have been in the contemplation of the parties when Nisbet was engaged, and he accordingly made an award in favour of the applicant for £300. The respondents appealed.

THE COURT (COZENS-HARDY, M.R., and FARWELL and KENNEDY, L.JJ.) dismissed the appeal.

COZENS-HARDY, M.R.—This appeal raises a very curious question under the Workmen's Compensation Act. Nisbet was a cashier employed by the appellants, and in the course of his duty was in the habit of conveying large sums of money from Newcastle to a colliery owned by the appellants for the payment of the wages of the colliers.

While travelling in the train in the discharge of this duty the bag of money was stolen and he himself was killed, his death being caused by shots fired from a revolver or pistol. This was obviously a criminal act, whether robbery alone was intended or whether murder was directly contemplated. The widow claims compensation by reason of her husband's death. It is contended by the employers that this was not an "accident" within the meaning of the Act, because it was an intentional felonious act which caused the death, and that the word "accident" negatives the idea of intention. In my opinion this contention ought not to prevail. I think it was an accident from the point of view of Nisbet, and that it makes no difference whether the pistol shot was deliberately fired at Nisbet, or whether it was intended for somebody else and not for Nisbet. The point was incidentally decided by this court in *Challis v. London and South-Western Railway Co.* (1905, 2 K. B. 155), where an engine-driver was injured by a stone wilfully dropped on a train by a boy on a bridge. The very recent case of *Anderson v. Balfour* in the Court of Appeal in Ireland is a direct decision on the point. A gamekeeper was attacked by three poachers and wounded. The majority of the court held that the gamekeeper was entitled to the benefit of the Act, notwithstanding that the act of the poachers was criminal and done with wilful intention. It remains, however, to consider whether the accident arose not only "in the course of" the employment—as it clearly did—but "out of" the employment. This really depends upon the nature of the man's duties and the extent to which those duties involved him in special risk. In the case of the gamekeeper above referred to it was held—and I think rightly—that his employment was necessarily attended with special risk of assault by poachers. The only question which caused doubt in my mind is whether, in the discharge of his duties, Nisbet was exposed to special risk. Upon the whole I think he was. A man who is known to be carrying a bag of money is a tempting object for criminals to attack. In old days, when highway robberies were more frequent, this would not have been doubted. The case of *Andrew v. Failsworth Industrial Society* (1904, 2 K. B. 32) is an important authority on this point. Any man may be struck by lightning, and in many circumstances this would not entitle him to compensation. If, however, the nature of his employment exposes him to more than the ordinary normal risk, the extra danger to which the man is exposed is something arising out of his employment. Thus a workman who was killed by lightning while working on a high scaffolding was held to have met his death by an accident arising out of, as well as in the course of, his employment. The county court judge has found that the fact that Nisbet carried the money in the bag was the reason why the robbery and the murder were committed, and that this was a risk incidental to the employment of a man to carry money about, and that it has been so from the earliest times. In my opinion the county court judge was justified in that finding. I think the appeal fails, and must be dismissed, with costs.

FARWELL and KENNEDY, L.J.J., delivered judgments to the same effect.—COUNSEL, C. A. Russell, K.C., and Griffith Jones; Danckwerts, K.C., and J. R. Randolph. SOLICITORS, Rawle, Johnstone & Co., for Cooper & Goodger, Newcastle-upon-Tyne; Chester & Co., for D. M. Dodd, Newcastle-upon-Tyne.

[Reported by J. I. STIRLING, Barrister-at-Law.]

High Court—Chancery Division.

Re THE COMPANIES (CONSOLIDATION) ACT, 1908, AND Re THE VAGLIANO ANTHRACITE COLLIERIES (LIM.). Joyce, J.
15th July.

COMPANY—RECTIFICATION OF REGISTER—TRANSFER OF SHARES—FIRM NAME—"PERSON"—COMPANIES (CONSOLIDATION) ACT, 1908 (8 ED. 7, c. 69), s. 32.

Two or more persons, transferees of shares in a limited company by a transfer to them in their partnership name, are not entitled to claim to be entered on the register of the company in their partnership name.

This was a motion that the register of members of the Vagliano Anthracite Collieries (Limited) should be rectified by entering the names of the applicants—Thomas Blair and William Blair Girling—thereon as partners in respect of 250 shares of the company. The applicants were solicitors in partnership under the name of "Blair & W. B. Girling." By a transfer made in the ordinary form sanctioned by the company's articles of association, and dated the 26th of February, 1910, Katherine Cookson purported to transfer to "Messrs. Blair & W. B. Girling" the 250 shares in question, and the transfer was executed by "Blair & W. B. Girling" as transferees. The company declined to register a transfer in such a form, and after some correspondence the applicants issued their notice of motion. At the hearing of the motion they relied on Lindley on Partnership (7th edition, at pp. 129, 130); *Re Lond Credit Co. of Ireland, Weikersheim's case* (1873, 21 W. R., at pp. 614, 615; L. R. 8 Ch., at pp. 837, 838); *Re Glory Paper Mills, Co., Dunster's case* (43 W. R. 164; 1894, 3 Ch. 43); and the Interpretation Act, 1889, s. 19.

JOYCE, J.—In my opinion this application fails. A partnership firm is neither a natural person nor a legal entity. I do not think it is a "person" within section 32 of the Companies (Consolidation) Act, 1908. I may refer to Palmer's Company Law (6th edition, at p. 1), and to the observations of Farwell, L.J., in *Sadler v. Whiteman* (54 SOLICITORS' JOURNAL 375; 1910, 1 K. B., at p. 889); but I should be

inclined to rest my decision on the short ground that in English law a firm is not a "person" at all. The application fails, and must be dismissed with costs.—COUNSEL, J. W. Manning; H. E. Wright. SOLICITORS, Blair & W. B. Girling; Ashurst, Morris, Crisp, & Co.

[Reported by H. F. CHITTLE, Barrister-at-Law.]

WARREN v. BARING BROTHERS & CO. (LIM.). Warrington, J.
22nd July.

BANKER AND CUSTOMER—DETENTION OF SECURITIES DEPOSITED FOR SAFE CUSTODY—ACTING UNDER PRESSURE OF A JUS TERTII—LAW OF MASSACHUSETTS—"TRUSTEE-PROCESS."

It is no answer to a demand by a customer of a bank for delivery of property deposited by him with the bankers for safe custody that the bankers have been served with a writ in proceedings by way of execution authorized by the law of the State of Massachusetts and known as "trustee-process." Trustee-process is not a proceeding in rem, and does not operate so as to attach any property in the hands of the party on whom the writ is served. It operates only as a warning to the alleged trustee that, should judgment be recovered against the person who entrusted the property to him, he can be made personally liable to answer the judgment (to the extent of the property so entrusted to him) should he thereafter be adjudged a trustee in this sense. This potential liability does not justify the party "trustee'd" in withholding the property from the person who entrusted it to him, even though by parting with it to the latter he will deprive himself of any fund out of which to indemnify himself, and be left, at most, with a personal right to be indemnified.

This action was originally brought to compel delivery of property of the plaintiff entrusted for safe custody to the defendants (who were the plaintiff's bankers), and detained by them. Since action brought, however, the property, which consisted of bonds and a box containing about £2,000 in cash, had been handed over, with the exception of about \$3,000 retained by the defendants to meet the costs of this action. Consequently the incidence of these costs was the only matter left in dispute. The defendants set up the following facts in justification of their conduct in retaining the property of the plaintiff after its delivery up had been demanded. On the 1st of July, 1909, a writ had been brought in the State of Massachusetts by one Clara Wellman against the present plaintiff, and a writ had been served in that suit on the Boston agents of Messrs. Baring Brothers. Messrs. Baring Brothers alleged that the effect of the service of this writ upon their agents was to attach all the property of the present plaintiff (the defendant to the suit in which the writ in question had been served) in the hands of Messrs. Baring Brothers, who were obliged to hold all such property until the conclusion of the proceedings in which the writ was issued. In these circumstances they contended that they were justified in retaining the property of the plaintiff.

WARRINGTON, J., after reviewing the facts, in his judgment said that the question really turned upon the nature and effect of certain rather peculiar proceedings by way of execution authorized by the law of Massachusetts. Those proceedings were called "trustee-process," and their general nature was this, that if a person having a legal domicile in the State of Massachusetts had property in his hands belonging to the defendant in an action in the courts of that State, then by proper proceedings that person might be rendered liable to pay to the plaintiff in the action the amount of the judgment (if any) obtained against the defendant, not exceeding the amount of the money, goods, or credits held by him on behalf of such defendant. Messrs. Baring Brothers had successfully appealed in the American action, and had therefore now handed over her property to the plaintiff in this action; but the question of the costs of this action remained, and it was therefore necessary to determine what according to American law was the effect of the service on the present defendants of the writ in the American action. Did that service have the effect of attaching the property in question, and were the present defendants thenceforth obliged to hold that property until the determination of the suit in which the writ was issued? The property in question was not within the jurisdiction of the Court of Massachusetts. The expert in American law who had given evidence expressed his opinion that the process of the court did extend to the property of the defendant in the American action held by the alleged trustee, wherever it might be; but he could cite no decision of any court in Massachusetts to that effect. Nor did the provisions of the Massachusetts statutes to which he referred expressly cover the point, but the expert stated that it was his opinion, and the opinion of other persons of eminence practising in the courts of Massachusetts, that the statute would have the effect of extending to goods in the possession of the trustee wherever those goods might be situated. That was not a very satisfactory state of affairs, and if it were necessary to determine that question his lordship would probably require some further evidence on the subject. But it was not necessary, and it could be assumed for present purposes that whatever the effect of the process, the fact that the goods were not within the jurisdiction would be immaterial. His lordship thought it quite plain on the evidence of the expert, and he found as a fact, that the process, to the extent to which it had gone in the present case, did not have the effect of attaching the goods. It created no lien, charge, or incumbrance whatever on the goods in the hands of the trustee. The writ was served. The next step was to determine the question whether the person on whom it was served was a trustee, and what goods of the defendant in the action the alleged trustee had in his possession. If it was determined that the

person in question was a trustee, this resulted—that on the plaintiff succeeding in his action, and obtaining judgment against the defendant, if the latter did not satisfy that judgment the plaintiff might proceed against the alleged trustee by *scire facias*, and obtain against him a personal judgment for payment of an amount determined by the amount recovered in the action and the amount of the property of the defendant to that action in the hands of the trustee. There was no proceeding in *rem*. The effect of the service of the writ was that it was a warning to the alleged trustee that if it was thereafter determined that he was a trustee, he might be proceeded against personally by *scire facias*, and made to pay the amount in question. Of course, if he had parted with the property of the defendant in the meantime he would have no fund out of which to indemnify himself. The right (if any) of the present defendants against the present plaintiff in the present action was only a right to be indemnified against any personal liability to which they might become subject by reason of the proceedings in America, it was not a right to hold the property as if it was property over which third persons had established claims, of which the present defendants were bound to take notice. The claim made by the plaintiff in the present action was a legal claim to which the defendants had no answer, unless they could say that some person had established a right to these goods, of which they were bound to take notice. The defendants had failed to establish this, and the plaintiff was entitled to the order for which she asked, and the defendants must pay the costs.—COUNSEL, Ernest G. Palmer (with Upjohn, K.C.), for the plaintiff; Hume-Williams, K.C., and Ashton Cross, for the defendants. SOLICITORS, Arthur Veasey & Co.; Norton, Rose, Barrington, & Co.

[Reported by PERCY T. CADDEN, Barrister-at-Law.]

MORRIS & CO. v. RYLE. Swinfen Eady, J. 22nd July.

CONTRACT—RESTRAINT OF TRADE—COVENANT NOT TO HAVE ANY DEALINGS WITH SPECIFIED PERSONS FOR A FIXED PERIOD.

A covenant by a traveller not to solicit or have dealings with specified persons who are customers of the employer for a period of five years is not void as being in restraint of trade, although not limited to goods dealt in by the employer.

This was a motion for an injunction restraining the defendant from committing a breach of a covenant entered into by him. The defendant had been employed by the plaintiffs under preceding agreements, which were superseded by the agreement in question. By this agreement the defendant was to act as traveller to the plaintiffs, who were hop merchants, to solicit orders, make sales, and collect moneys on their account to and from the persons mentioned in a certain book of instructions which was produced on the motion, and contained the names of seventy-eight customers in various towns, all of which were situate in Yorkshire or Lancashire. In addition to the customers with which he started, certain others might be added, and some were added. At one time he had 114 customers, but at the time of his dismissal he had only 100. The defendant was prohibited by the agreement from calling upon anyone other than the persons named in the book without written instructions. By the clause in respect of which the injunction was sought, the defendant was prohibited from directly or indirectly selling or offering for sale, or being interested or concerned in the sale, or soliciting orders for, any goods or marketable commodity whatsoever from, or calling upon, or having or being interested or concerned in any business dealings or transactions with, any brewers, customers, or persons from whom he might have obtained or solicited orders, or upon whom he might have called, whilst in the employ of the plaintiffs. This restriction was to be binding on the defendant for five years from the termination of his service, which was determinable by one month's notice. On the 23rd of April of this year the defendant was given a month's notice by his employer. On the 29th of June the plaintiffs' solicitors wrote to the solicitors of the defendant stating that the defendant was offering malt for sale in the district covered by his agreement, and had called upon and solicited orders for malt from customers upon whom he had called for the sale of hops when in the service of the plaintiffs, and that he intended to continue that course. Thereupon the writ in the action was issued, and motion made for an injunction.

SWINFEN EADY, J., in the course of his judgment, said that it was urged on behalf of the defendant that this clause was wholly void because it was not necessary for the reasonable protection of the plaintiffs. It would be observed that the clause was limited in time, and that the defendant was only restricted as regarded persons whom he visited for the plaintiff, whose number and identity was carefully determined by reference to the book. He was not precluded from setting up any business of his own even next door to the plaintiffs, or soliciting customers for hops all over England, with the exception of customers his introduction to whom he owed to his employers. In his lordship's opinion, assuming that on the true construction of the agreement the defendant was restricted from selling any goods or commodities whatever, but only to this very limited class, still it was necessary for the protection of the plaintiffs to prevent their traveller from calling on their customers, for if he once called upon them in malt or other commodities the result might be, and probably would be, that some of the plaintiffs' trade would be diverted. His lordship therefore granted the injunction.—COUNSEL, Frank Russell, K.C., and F. Luxmoore, for the plaintiffs; T. J. C. Tomlin, for the defendant. SOLICITORS, Routh, Stacey, & Castle; Pritchard, Englefield, & Co.

[Reported by PERCY T. CADDEN, Barrister-at-Law.]

Bankruptcy Cases.

Re MAGNUS. *Ex parte* SALAMAN. Phillimore, J. 5th July.

BANKRUPTCY—MARRIAGE SETTLEMENT—COVENANT TO SETTLE AFTER-ACQUIRED FURNITURE—USE OF AFTER-ACQUIRED FURNITURE IN MATRIMONIAL RESIDENCE—"ACTUAL TRANSFER" TO TRUSTEES OF SETTLEMENT—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 47, SUB-SECTION 2.

When a man covenants in his marriage settlement to settle any furniture which he may purchase within the lifetime of his wife upon the trusts of the settlement, and after marriage buys furniture which he uses in the matrimonial residence, such user is equivalent to an actual transfer to the trustees within the meaning of section 47, sub-section 2, of the Bankruptcy Act, 1883, and the trustee in bankruptcy has no right to claim the furniture.

By his marriage settlement in 1899 the debtor settled the furniture in his then residence at Highbury upon trustees for the benefit of his wife, himself, and the children of the marriage, and covenanted to settle upon the same trusts all furniture or effects which he should afterwards purchase or acquire during the lifetime of his wife. Between the dates of his marriage and his bankruptcy the debtor moved to several different houses and bought a large quantity of furniture which was brought to, and used in, the houses where he and his wife lived, but he never formally conveyed or transferred it in any way to the trustees of his marriage settlement. Shortly before his bankruptcy he removed the furniture from his then residence at Esher and stored it with two different warehousemen. On the 15th of December, 1909, a receiving order was made against him, and he was adjudicated bankrupt. The trustee in the bankruptcy claimed all the furniture purchased by the debtor since his marriage, upon the ground that it had not been actually transferred to the trustees of the settlement, pursuant to the covenant, as required by section 47, sub-section 2, of the Bankruptcy Act, 1883. The trustees of the settlement refused to admit the claim, and the trustee now applied to the court, as against the trustees for a declaration that he was entitled to the furniture, and as against the warehousemen for an order for delivery up of the same. Counsel for the trustee in bankruptcy contended that there had been no actual transfer of the furniture to the settlement trustees, and relied on *Re Reis, Ex parte Clough* (1904, 2 K. B. 769). Counsel for the settlement trustees contended that the furniture having always been in use in the matrimonial residences, the debtor's possession thereof had been in accordance with the terms of the trust deed, which in law made the possession that of the trustees of the settlement: *Barker v. Furlong* (1891, 2 Ch. 172) and *Ramsay v. Margrett* (1894, 2 Q. B. 18).

PHILLIMORE, J., held that there could be no better way of transferring the furniture to the trustees of the marriage settlement than by using it at the matrimonial residence. It was not necessary to go through the form of taking the furniture first to the houses of the trustees and then sending it on to the house of the *cestui que trust*. He considered that the case fell within the principles laid down in *Barker v. Furlong* and *Ramsay v. Margrett*, and dismissed the application with costs.—COUNSEL, Hunsell; G. W. Powers; R. V. Bankes; P. M. Francke. SOLICITORS, Braham Barnett; H. Vaughan Whitehead; H. Boustred & Son; T. Stuart.

[Reported by P. M. FRANCKE, Barrister-at-Law.]

Probate, Divorce, and Admiralty Division.

RAYMENT v. RAYMENT AND STUART (OTHERWISE STEWART) AND CHAPMAN v. CHAPMAN AND BUIST. Evans, P. 22nd and 27th June; 4th, 18th, and 21st July.

DIVORCE—MOTIONS BY CO-RESPONDENTS TO BE DISMISSED FROM SUITS—SCOTSMEN—JURISDICTION OVER "FOREIGNERS" CONSIDERED—APPLICATIONS REFUSED.

The jurisdiction of the court over a co-respondent, both as to damages and costs in a divorce suit properly instituted in this country does not depend on domicile, residence or allegiance. If a foreign co-respondent is served in England or abroad, the court has jurisdiction over him.

Motions by co-respondents to be dismissed from suits, on the ground that, being domiciled Scotsmen, they were foreigners, and therefore not subject to the jurisdiction of the court. The facts and arguments for the purpose of this report sufficiently appear in the learned President's judgment.

July 21st.—EVANS, P., said: In each of these cases a motion is made on behalf of the co-respondent for an order to dismiss him from the suit on the ground that this court has no jurisdiction over him. The suit in each case is brought by the petitioner (the husband) for a decree of dissolution of the marriage with the respondent (the wife) by reason of the adultery of the wife with the co-respondent. In the first case no damages are claimed against the co-respondent, but the petitioner asks that the co-respondent should be ordered to pay the costs of the proceedings under section 34 of the Matrimonial Causes Act, 1857. In the second case damages are claimed against the co-respondent under section 33 of the same Act, and an order for costs is also asked against him under the 34th section. The material

facts in both cases are similar: The petitioners and respondents were at the date of the commencement of the proceedings domiciled in England. The co-respondents were served with the petition and citation in Scotland. The co-respondents entered appearance under protest. The co-respondent in each case claims to be dismissed from the suit on the ground that he is a domiciled Scotsman, and that accordingly he is not subject to the jurisdiction of this court. The contention on the part of each co-respondent is that this court has no jurisdiction over a co-respondent unless he be a domiciled Englishman. The contention on the part of each petitioner, on the other hand, is that the co-respondent is a British subject, that this is the test of the jurisdiction of the court, and that the court has jurisdiction over every co-respondent who is a British subject. If the contention of the co-respondents is sound, a Scotsman (or an Irishman) can commit adultery with an English married woman (i.e., a married woman of English domicile) without incurring any liability for damages or costs as a co-respondent in a suit for divorce in England. It is obvious, therefore, that the question is one of considerable importance. It was admitted at the bar that there was no distinction in principle between the two cases, although in the one only an order for costs was asked for, and in the other damages and costs were claimed. The Matrimonial Causes Act, 1857, only enables this court to decree the dissolution of a marriage in England, which means, as herein-after stated, that the court can only dissolve marriages between persons domiciled in England at the time of the commencement of the proceedings; and for the purposes of divorce Scotland and Ireland are as much foreign countries as Spain or Italy, and for the same purposes Scotsmen and Irishmen are regarded and dealt with as "foreigners." Co-respondents in divorce proceedings who are "foreigners"—i.e., who are not domiciled in England, have been dismissed from dissolution suits in various cases, but it does not appear to me that the point of law now calling for decision upon these two motions has ever been argued in any case in such a way as to make the case a binding authority. [The learned President then referred in some detail to the reported cases of *Baker v. Baker and Dwyer* (52 SOLICITORS' JOURNAL, 413; 1908, P. 257), *Gaynor v. Gaynor and Degliantoni* (31 L. J. P. & M. 116), *Grange v. Grange and Arendt* (1892, P. 245), *Levy v. Levy and de Romance* (52 SOLICITORS' JOURNAL, 379; 1908, F. 256), *Boger v. Boger and Hervé* (52 SOLICITORS' JOURNAL 552; 1908, P. 300), *Fairfax v. Fairfax and De la Cruz* (25 T. L. R. 213), *F'Anson v. F'Anson and Oldbury* (Times, Jan. 12, 1909), *Walter v. Walter and Bergmann* (25 T. L. R. 473), and *Wilson v. Wilson and Howell* (20 W. R. 372, L. R. 2 P. & D. 353), and continued:] These are all the cases that I can find in the reports. If any of them were authorities binding upon me, I should not be troubled to do anything but to follow them loyally. But as they do not appear so to be, I must deal with the question raised apart from direct authority. In all the above cases it was assumed that if the co-respondent was domiciled in a foreign country (Ireland being treated just like Italy or Austria in this respect), either the co-respondent should be dismissed, or leave should be given to proceed with the suit without him. Counsel for the co-respondent in the first case relied on the passage in the judgment of the judge ordinary in *Yelverton v. Yelverton* (8 W. R. 134, 1 Sw. & Tr., at p. 586): "It is a court for England, not for the United Kingdom or for Great Britain, and for the purposes of this question of jurisdiction Ireland and Scotland are to be deemed foreign countries equally with France or Spain." It will be observed that *Yelverton v. Yelverton* (*supra*) was a suit between husband and wife only for restitution of conjugal rights, and the point decided was that in order that the English court should have jurisdiction to entertain the suit, as between husband and wife, the parties must be domiciled in England. In cases for restitution, the actual decision in *Yelverton v. Yelverton* (*supra*) is not now good law, for residence of parties within the jurisdiction at the date when the suit is begun (without domicile) is enough: *Thornton v. Thornton* (34 W. R. 509, 11 P. D. 176), *Firebrace v. Firebrace* (26 W. R. 617, 4 P. D. 63), and *Le Mesurier v. Le Mesurier* (1895, A. C. 517, *per* Lord Watson at p. 526). But in any event the observations relied upon had reference, I think, to the marriages in respect of which the Matrimonial Causes Act, 1857, gave the English court jurisdiction, and do not affect the point now to be decided. Whatever it is that determines the jurisdiction of this court, with regard to co-respondents, I am of opinion that the jurisdiction does not depend upon the domicile of the co-respondent. But I am also of opinion that the jurisdiction is not to be determined by the question whether the co-respondent is or is not a British subject. In order to give jurisdiction to his court to dissolve a marriage, it appears to be now settled that the husband and wife must have an English domicile at the time of the commencement of the proceedings, *Wilson v. Wilson* (*supra*), *Le Mesurier v. Le Mesurier* (*supra*); subject, *semble*, to an exemption where a wife has been deserted by her husband, or is justified by reason of his conduct in living apart from him, and both parties were at the time of the desertion or justification resident in England, and the wife has continued resident in England, *vide dicta* of Sir Gorell Barnes in *Armistage v. Armistage* (1898, P. 178 and 185), although I cannot find that the case of *Deck v. Deck* (8 W. R. 666, 2 Sw. & Tr. 90), which made allegiance the test of jurisdiction, has been expressly overruled, but it is not for me to discuss the authority of this case at the present day. The jurisdiction over a co-respondent in such proceedings, however, raises a totally different question. In Scotland, in an action for divorce for adultery, an adulterer may (although he need not) be

added as a co-defender (24 & 25 Vict. c. 86, s. 7); and it has been decided that the jurisdiction of the Scotch courts over the co-defender does not depend upon his domicile, and that they may have jurisdiction over him though he be not domiciled, or even resident, in Scotland: *Fraser v. Fraser and Hibbert* (8 Macph. 400). By the English Divorce Act (20 & 21 Vict. c. 85) it is enacted that the adulterer shall be made a co-respondent (section 28; *vide* also rule 4 of the Divorce Rules, 1865); and it is now settled that he must be added as a co-respondent whatever his nationality may be, or wherever he may be resident, unless in special cases this court excuses the petitioner from adding him: *Carrier v. Carrier* (13 W. R. 507, 4 Sw. & Tr. 94), *Saunders v. Saunders* (1897, P. 89), and see *Wray v. Wray and D'Almeida* (1901, P. 132). Service of the petition can be effected on the co-respondent in any place, either within or without His Majesty's dominions (section 42), without any leave from the court, as is required for the service of writs out of the jurisdiction in the King's Bench and Chancery Divisions. Any husband may claim damages against "any person" on the ground of his adultery with his wife, either in a petition for dissolution of the marriage, or in a petition limited to the claim for damages only, the damages to be in all cases ascertained by the verdict of a jury (section 33); and the adulterer, if found guilty as a co-respondent, may, whether damages are claimed or not, be ordered by the court to pay the costs (section 34). This remedy was given to an injured spouse in place of the remedy by action for criminal conversation, which ceased to exist in England after the Act came into operation (section 59). When the claim is made against a co-respondent, or against the adulterer when not made a co-respondent, "it shall be heard and tried on the same principles, in the same manner, and subject to the same or the like rules and regulations" as actions for criminal conversation at common law (section 33). The action of criminal conversation was, of course, an ordinary action for tort, and if it had not been taken away by the Act the courts here would have inherent jurisdiction over the defendant, altogether irrespective of his domicile, nationality or residence, if he was in England at the time of the service of the writ, wherever the tort may have been committed, assuming it was an unjustifiable act in the country where the tort complained of was committed: *per* Lord Lyndhurst in *Warrender v. Warrender* (2 Cl. & Fin., at p. 562); and see *Jackson v. Spillall* (18 W. R. 1162, L. R. 5 C. P. 542), *Phillips v. Eyre* (L. R. 6 Q. B. 1), and *Machado v. Fontes* (45 W. R. 565; 1897, 2 Q. B. 231). If the defendant was a foreigner and abroad—i.e., not in England at the time of the service of the writ—our courts would not have inherent jurisdiction over him, but they could exercise assumed jurisdiction formerly, in accordance with the provisions of the Common Law Procedure Acts; and now, under the Judicature Acts, in cases where leave could properly be given to serve the writ out of England. These cases are now defined by ord. 11, r. 1 (a) to (g). A defendant in an action of tort may, with the leave of the court, be served out of the jurisdiction of the courts to which it applies. The High Court rules, however, do not apply in divorce cases in this division. The section of the Matrimonial Causes Act, 1857, dealing with the service of the petition has already been referred to (section 42). It allows service upon any person at any place, whether within or without His Majesty's dominions; and, as has been pointed out, under the English divorce law, the rule is that a co-respondent must be added as a party, and must be served with the petition and citation. The question remains whether in a divorce suit properly constituted and within the jurisdiction of this court, so far as the petitioner and respondent are concerned, the co-respondent, when a foreigner, can be properly brought within the jurisdiction in the same proceedings. It would be strange if, after the petitioner was necessarily put to great difficulty and expense in effecting service upon co-respondents in distant parts of the globe (which the law says he must do), all that those co-respondents—if not domiciled in England—need do is to appear under protest, and instruct someone here to apply to have them dismissed from the suit, and to obtain an order for their costs. I am aware that a citation in divorce proceedings and a writ in an action are not the same thing, but I think that so far as the co-respondent is concerned the citation corresponds with what would have been the writ in an action for criminal conversation. It is issued in the name of His Majesty the King, directed to the co-respondent, and, after reciting the petition for the dissolution of the marriage and the allegation of the co-respondent's adultery, it commands the co-respondent to appear in this court and to make answer to the petition, and it states that in default of the co-respondent's appearing and answering, this court will proceed to hear the charge in due course of law and to pronounce sentence therein, notwithstanding the co-respondent's absence. I see no reason why the service of the petition and citation upon him, if out of England, should not place him on a similar footing with regard to jurisdiction as a defendant properly served with a writ out of the jurisdiction under order 11, in the King's Bench or Chancery Division. If not, what substitute has a wronged husband got in this country for the remedy by action in England for criminal conversation which was taken away from him by the Act of 1857? [His lordship then referred to ord. 11, r. 1, and decisions for effecting service on process abroad, and to section 42 of the Act, and continued:] The conclusions at which I have arrived, after considerable perplexity and difficulty, are as follows: The jurisdiction of the court over the co-respondent both as to damages and costs in a suit properly instituted here does not depend on domicile, allegiance, or residence. If a foreign co-respondent is served in England this court has for that reason jurisdiction over

him. He can be served abroad, whatever his nationality; and if he is served abroad, the statute authorizing such service gives to this court jurisdiction over him. In proper cases this court may exercise discretionary power, and dismiss or dispense with a co-respondent domiciled abroad, but he is not entitled to demand as of right that he be dismissed from the suit. By these motions the co-respondents, Scotsmen, make that demand. Until some higher court decides that this demand can be made as of right, I must, on the view I take of the law, decline to accede to it, and I dismiss both motions with costs. Leave to appeal was granted.—COUNSEL, in *Rayment v. Rayment and Stuart*, for the co-respondent; *Barnard, K.C.*, and *D. R. Thomas*, for the petitioner; in *Chapman v. Chapman and Buist*; *Grazebrook*, for co-respondent; *Bayford*, for petitioner. SOLICITORS, in *Rayment v. Rayment and Stuart*; *Wrensted, Hind, & Roberts*, for co-respondent; *Warren v. Warren*, for petitioner; in *Chapman v. Chapman and Buist*; *Arber & Lewis*, for co-respondent; *R. H. S. Butterworth*, for *Mattley, Rochdale*, for petitioner.

[Reported by *DIGBY COTES-PREEDY*, Barrister-at-Law.]

Solicitors' Cases.

Solicitors Ordered to be Struck Off the Rolls.

July 26.—*JOHN WALTON*.

July 26.—*RICHARD HARVEY*, 6, South-side, Clapham Common, S.W.

Solicitor Ordered to be Suspended for Two Years.

July 26.—*JAMES FRANCIS ELLINGTON HALL-WRIGHT*, 41 and 42, Temple-street, Birmingham.

New Orders, &c.

High Court of Justice.

LONG VACATION, 1910.

NOTICE.

During the Vacation up to and including Saturday, 3rd September, all applications "which may require to be immediately or promptly heard," are to be made to The Rt. Hon. Sir Samuel Evans.

COURT BUSINESS.—The Rt. Hon. Sir Samuel Evans will, until further notice, sit in The Lord Chief Justice's Court, Royal Courts of Justice, at 10.30 a.m. on Wednesday in every week, commencing on Wednesday, 10th of August, for the purpose of hearing such applications of the above nature as, according to the practice in the Chancery Division, are usually heard in Court.

No Case will be placed in the Judge's Paper unless leave has been previously obtained, or a Certificate of Counsel that the Case requires to be immediately or promptly heard, and stating concisely the reasons, is left with the papers.

The necessary papers, relating to every application made to the Vacation Judges (see notice below as to Judges' Papers), are to be left with the Cause Clerk in attendance, Chancery Registrars' Office Room 136, Royal Courts of Justice, before 1 o'clock on the Monday previous to the day on which the application is intended to be made. When the Cause Clerk is not in attendance, they may be left at Room 136, under cover, addressed to him, and marked outside Chancery Vacation Papers, or they may be sent by post, but in either case so as to be received by the time aforesaid.

URGENT MATTERS WHEN JUDGE NOT PRESENT IN COURT OR CHAMBERS.—Application may be made in any case of urgency, to the Judge, personally (if necessary) or by post or rail, prepaid, accompanied by the brief of Counsel, office copies of the affidavits in support of the application, and also by a Minute, on a separate sheet of paper, signed by Counsel, of the order he may consider the applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows: "Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Office, Royal Courts of Justice, London, W.C."

On applications for injunctions, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the Judge will be returned to the Registrar.

The address of the Judge for the time being acting as Vacation Judge can be obtained on application at Room 136, Royal Courts of Justice.

CHANCERY CHAMBER BUSINESS.—The Chambers of Justices Warrington and Parker will be open for Vacation business on Tuesday, Wednesday, Thursday and Friday in each week, from 10 to 2 o'clock.

KING'S BENCH CHAMBER BUSINESS.—The Rt. Hon. Sir Samuel Evans will, until further notice, sit for the disposal of King's Bench Business in Judges' Chambers at 10.30 a.m. on Tuesday, and, if necessary, also on Thursday in every week, commencing on Tuesday, the 9th of August.

PROBATE AND DIVORCE.—Summonses will be heard by the Registrar, at the Principal Probate Registry, Somerset House, every day during the Vacation at 11.30 (Saturdays excepted).

Motions will be heard by the Registrar on Wednesdays, the 3rd, 17th, and 31st of August, the 14th and 28th of September, at the Principal Probate Registry, at 12.30.

Decrees will be made absolute on Wednesdays, the 10th and 24th of August, the 7th, 21st and 28th September.

All papers for Motions and for making Decrees absolute are to be left at the Contentious Department, Somerset House, before 2 o'clock on the preceding Friday.

The Offices of the Probate and Divorce Registries will be open at 11 and closed at 3 o'clock, except on Saturdays, when the Offices will be opened at 10 and closed at 1 o'clock.

JUDGE'S PAPERS FOR USE IN COURT.—Chancery Division.—The following Papers for the Vacation Judge, are required to be left with the Cause Clerk in attendance at the Chancery Registrars' Office, Room 136, Royal Courts of Justice, on or before 1 o'clock, on the Monday previous to the day on which the application to the Judge is intended to be made:

1.—Counsel's certificate of urgency or note of special leave granted by the Judge.

2.—Two copies of writ and two copies of pleadings (if any), and any other documents shewing the nature of the application.

3.—Two copies of notice of motion.

4.—Office copy affidavits in support, and also affidavits in answer (if any).

N.B.—Solicitors are requested when the application has been disposed of, to apply at once to the Judge's Clerk in Court for the return of their papers.

Law Students' Journal.

The Law Society.

HONOURS EXAMINATION.—JUNE, 1910.

At the Examination for Honours of Candidates for Admission on the Roll of Solicitors of the Supreme Court, the Examination Committee recommended the following as being entitled to honorary distinction:—

FIRST CLASS.

[In Order of Merit.]

IVOR JACKSON, B.A., LL.B. (Camb.), LL.B. (Lond.), who served his clerkship with Mr. Andrew M. Jackson, of the firm of Messrs. Andrew M. Jackson & Co., of Hull.

ALLAN WALMSLEY, who served his clerkship with Mr. George Daxon Walmsley and Mr. George Knowles, both of the firm of Messrs. Walmsley & Knowles, of Blackburn.

WILLIAM GRANT McLEAN, who served his clerkship with Mr. George Herbert Fowler and Mr. George Francis Donne, of the firm of Messrs. J. K. Nye & Donne, both of Brighton.

WILLIAM FARLEY RUTTER, who served his clerkship with Mr. John Kingsley Rutter, of Shaftesbury.

GEORGE JUSTIN LYNSEY, LL.M. (Liverpool), who served his clerkship with Mr. George Jeremy Lynsey, of Liverpool.

SECOND CLASS.

[In Alphabetical Order.]

Henry Gordon Adams, who served his clerkship with Mr. Edmund Judkin Taylor, of Bristol.

Joseph Bradley, who served his clerkship with Mr. Frank Smith Bryan, of Nottingham.

William Harrison, LL.B. (Leeds), who served his clerkship with Mr. Frank Westwood, of the firm of Messrs. Westwood & Co., of Bradford; and Mr. Alfred Fielder, of the firm of Messrs. Fielder, Fielder, & Co., of London.

Yan Sik Ho, who served his clerkship with Messrs. Locking & Holdich and Messrs. Rollit & Sons, of London.

Hugh Burgess Hughes, who served his clerkship with Mr. Arthur Howlett, of London.

Louis John Latey, who served his clerkship with Mr. Baruch Cohen, of London.

Alfred William Smith, who served his clerkship with Mr. Willan Jackson, of the firm of Messrs. Sharman, Jackson, & Archer, of Wellingborough.

Herbert Garthwaite Thompson, who served his clerkship with Mr. Arthur Henry Neve, of Tonbridge; and Messrs. Neve, Beck, & Kirby, of London.

Cecil Dunstan Webb, B.A. (Oxon.), who served his clerkship with Mr. Warwick Webb, of the firm of Messrs. Warwick Webb & Co., of London.

THIRD CLASS.

[In Alphabetical Order.]

George Austin Baker, who served his clerkship with Mr. James Hargreave, of Birmingham.

Thomas Hume Bischoff, B.A. (Oxon.), who served his clerkship with Mr. James Hume Dodgson, of the firm of Messrs. Bischoff, Dodgson, Cox, Bompas, & Bischoff, of London.

John William Booth, who served his clerkship with Mr. Alfred Riley, of Blackburn.

John Grieverson Brown, who served his clerkship with Mr. John Abel Isle, of York.

Fercy William Cole, who served his clerkship with Mr. Warwick Webb, of London.

Douglas Hudeon Donaldson, who served his clerkship with Messrs. Rorke & Jackson, of Nottingham.

James Victor Druiitt, who served his clerkship with Mr. James Druiitt, of the firm of Messrs. J. & W. H. Druiitt, of Bournemouth; and Messrs. Lovell, Son, & Pitfield, of London.

Oakden Fisher, B.A. (Camb.), who served his clerkship with Messrs. Gabb & Walford, of Abergavenny.

Henry Gandy, B.A. (Camb.), who served his clerkship with Messrs. Wilkinson & Marshall, of Newcastle-upon-Tyne.

William Septimus Goldsmith, who served his clerkship with Mr. Thomas Ellerson Rickerby, of Cheltenham; and Messrs. Andrew Wood, Furses, & Sutton, of London.

Frederic John Latimer Gribble, who served his clerkship with Mr. Algernon Frank Hill, of Cardiff.

John Rowland Hanning, who served his clerkship with Mr. William Burchell Pritchard, of the firm of Messrs. Dollman & Pritchard, of Cheapside.

Harvey Harrowell, who served his clerkship with Mr. Sidney James Ellis, of the firm of Messrs. Camp & Ellis, of London.

Alfred Henry Lake, who served his clerkship with Mr. Henry Taylor Rutherford, of the firm of Messrs. Lynn & Rutherford, of Blyth.

Thomas John Leonard, who served his clerkship with Mr. Harry Cousins, of the firm of Messrs. Cousins & Botsford, of Cardiff.

James Taylor Middleton, who served his clerkship with Messrs. T. & A. L. Brownson, of Hyde; and Messrs. Rooke & Sons, of London.

Reginald Thompson, LL.B. (Lond.), who served his clerkship with Mr. Edwin Kennedy Hilton, of the firm of Messrs. Sale & Co., of Manchester; and Messrs. Busk, Mellor, & Norris, of London.

John Parry Thorne, who served his clerkship with Mr. George R. Thorne, M.P., of Wolverhampton; and Messrs. G. R. Thorne, Robinson & Co., of London.

David Emrys Williams, B.A. (Lond.), who served his clerkship with Mr. John Evans, of Aberystwith.

William Daniel Williams, who served his clerkship with the late Mr. W. Morgan Griffiths and Mr. Cecil H. Morgan Griffiths, both of Carmarthen; and Messrs. Helder, Roberts, Walton, & Co., of London.

Walter Richard Mortimer Woolf, B.A., LL.B. (Camb.), who served his clerkship with Mr. Henry S. Brenton, of the firm of Messrs. Markby, Stewart, & Co., of London.

The Council of the Law Society have accordingly given class certificates and awarded the following prizes of books:—

To Mr. Jackson—The Clement's Inn Prize—value about £10; and The Daniel Reddon Prize—value about 20 guineas.

To Mr. Walmsley—The Clifford's Inn Prize—value 5 guineas.

To Mr. McLean and Mr. Rutter—The New Inn Prize—value 5 guineas each.

To Mr. Lynskey—The Law Society's Prize—value 5 guineas.

To Mr. Adams—The John Mackrell Prize—value about £9.

The Council have given class certificates to the candidates in the second and third classes.

One hundred and twenty-six candidates gave notice for the examination.

By order of the Council,
S. F. B. BUCKNILL, Secretary.

Law Society's Hall, Chancery-lane, London, 22nd July, 1910.

PRELIMINARY EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Preliminary Examination held on 6th and 7th July, 1910:—

Allen, Thomas Freeth
Atkinson, Joseph Albert
Beech, Ernest Bolitho
Bramall, Brian
Broadbent, William Alan
Carn, William Edwin Blake
Caunter, Frederic Lyde
Coates, Alan David
Coles, Denys Francis Parr
Dallman, Walter
Daniel, Ralph Durham Macdonald
Daniels, Douglas Archibald
Davies, Henry Howells
de Fonblanque, John Berkeley
Dickinson, Henry Allason
Dixon, Maurice Jacob
Dyer, Herbert
Eagleton, Guy Tryon
Edells, Cyril Lazarus
Ellis, Edward White
Fagan, Patrick Joseph
Gardiner, Eric Gordon
Grant, Norman Stanley
Gray, Vivian Seaton
Gross, Reginald Montgomery
Woolnough
Harding, Edward Samuel
Harvey, George Jordens
Hayim, Maurice
Heath, Herbert Norman Saffery
Holden, Guy Patient

Holmes, Cyril Ernest Jackson
Howell, Vernon
Hughes, Reginald Lloyd
Hunter, Arthur John
Jewell, Cecil
Jones, Gordon
Lambert, Terence Henry
Lawrence, Colin Hudson
Maitland, Alexander Wood
Maples, Edward John Stanley
Marks, George Woodfine
Marston, Donald Millward
Metcalf, Percy Hulbert Geldart
Metcalf, William Stanley
Morris, John Conway
Passman, Kenelm Granby
Payne, John Annesley
Peake, Lewis George
Penruddocke, Charles
Perkins, Frederick William
Phillips, Percy Hepburn
Pride, Bernard Cecil
Pryce, Newell Peter Vaughan
Quin, Henry Charles Vivian
Reynard, Henry
Rhodes, Herbert Harpham
Robson, Bertie
Rowe, Reginald Charles
Sales, Harry Thomas
Sharp, Charles Cyril
Shearman, Walter West

Shepton, William
Taylor, Gordon Tyerman
Taylor, John Reginald
Thomas, George Arfryn
Thornley, Percy Robert
Varvill, John Kenneth

Vowles, Cecil William Grenville
Wing, Richard
Wordsworth, Thomas Howard
Wright, Francis Blower
Wynter, Philip Mascie Domville

No. of candidates ... 107 Passed ... 72

The following candidates are certified by the examiners to have passed with distinction, and will be entitled to compete at the Studentship Examination in July, 1911:—

Harvey, George Jordens
Heath, Herbert Norman Saffery

Passman, Kenelm Granby
Thomas, George Arfryn

By order of the Council,
S. F. B. BUCKNILL, Secretary.

Law Society's Hall, Chancery-lane, 22nd July, 1910.

Legal News.

Appointments.

Mr. C. COURTENAY HODGSON, solicitor, of Carlisle, has been appointed Clerk of the Peace for the county of Cumberland. Mr. Hodgson was admitted in 1888, and has been deputy clerk of the peace.

Mr. C. W. ALLAN HODGSON has been appointed Clerk of Committees of the Cumberland County Council and Assistant Solicitor. He was admitted in 1895.

Changes in Partnerships.

Dissolutions.

THOMAS CHORLTON and ALFRED ETHELBERT GOSPATRIC CHORLTON, solicitors (Thomas Chorlton & Son), 32, Brazen-nose-street, Manchester. July 14. Each partner will in future practise in his own name and on his own account at the above address.

WILLIAM ORFORD, LEWIS ALFRED ORFORD, and EDWIN ARTHUR ORFORD, solicitors (Orford & Sons), Manchester. May 1. [Gazette, July 22.]

General.

In the House of Commons, on the 21st inst., in reply to Mr. Mount and Mr. G. Locker-Lampson, Mr. Asquith said: I understand that no alterations will be made in the circuits before the autumn session.

On the 20th inst., in the House of Lords, the Lord Chancellor moved the second reading of the Conveyancing Bill. He said it was in substance a Bill which had already been passed by the House, and it had run the gauntlet of a Select Committee. The Bill was read a second time.

At a Convocation of the University of Durham, held on the 23rd inst., the honorary degree of Doctor of Civil Law was conferred upon Sir William Grantham. He was presented by the Rev. Dr. Gee, Master of University College, who said that Sir William loved Durham with all his heart.

A certain Philadelphia judge, who (says the *Central Law Journal*) was disgusted with a jury that seemed unable to reach an agreement in a perfectly plain case, rose and said, "I discharge this jury." One sensitive jurymen, indignant at what he considered a rebuke, obstinately faced the judge. "You can't discharge me," he said, in tones of one standing upon his rights. "And why not?" asked the surprised judge. "Because," answered the juror, pointing to the lawyer for the defence, "I'm being hired by that man there."

During the hearing of a case in the Short Cause List, on Tuesday, says the *Times*, it appeared from the statement of the defendant's counsel that the case would last most of the day. Mr. Justice Bucknill said that there was growing up a practice, on the part of plaintiffs, of putting on the record affidavits which induced the Master to put the case into the Short Cause List. His lordship refused to hear the case as a short cause, and ordered it to be put into the Non-Jury List in order that attention might be drawn to the fact that he had had to try several cases lasting a whole day during the past fortnight, and in order that plaintiffs might be prevented from stealing a march on defendants, and getting their cases set down for trial under Order XIV. when they ought not. The thing was becoming a scandal.

Lord Alverstone—who, says a writer in the *Globe*, told the members of the Hardwicke Society that Lord Halsbury was "the best president of any court before whom he had ever argued"—attributed to Mr. Dickinson, Q.C., an eminent Chancery leader, one of the smartest pieces of repartee he ever heard in the courts. Mr. Dickinson, in arguing a case before Lord Justice James, who was known not to think very highly of Lord Wensleydale's attainments as a lawyer, cited a passage from a judgment of the latter judge in support of his argument. "But that is mere *obiter dicta*," said Lord Justice James. "Yes, but it was before 1843," answered Mr. Dickinson. "What has that got to do with it?" asked the Lord Justice. "*Obiter dicta* were not so common in those days," was the prompt reply.

It is stated that Judge Wheeler, K.C., is confined to his bed by illness.

After being lost between five and six hundred years, the mutilated charter of Edward III., dated 1328, to the burgesses of Newcastle-under-Lyme, is, says the *Times*, to be restored to that corporation by the Corporation of Preston. Preston, it was said, borrowed the charter for its guidance between 1342 and 1372, and forgot to return it, thus forcing Newcastle-under-Lyme to apply for a copy.

The appeal of *Wylter and Others v. Lewis and Others* has, says the *Daily Mail*, been set down for hearing in the House of Lords on the 18th of October. The litigation, which concerns mining and territorial rights in Africa, has already cost £60,000 in costs, fees, &c. It occupied twenty-three days in the Court of Appeal and many days in the lower courts. The evidence and judgments in the lower courts fill sixteen printed appeal books, and a horse and dray were required to deliver the requisite copies at the House of Lords.

A mother-in-law was testifying in a St. Paul court the other day, says the *American Case and Comment*, as to the cruel treatment which her son-in-law was accustomed to mete out to her daughter. "It's not sufficient," said the lawyer, "to say that he used bad names. You must tell the court just the expressions that were used." "I'll not say them," asserted the mother-in-law. "They're not fit to repeat to any decent man." "Then whisper them to the judge," said the lawyer, and the court bent an attentive ear.

From a return just issued setting forth the number, nature, result, and cost of the proceedings instituted by the Director of Public Prosecutions for the year ended the 31st of December, 1909, it appears that the director prosecuted in 546 cases in 1909, appeared in 175 cases under the Criminal Appeal Act, and granted his consent in 125 cases, and refused it in 37 cases under the Prevention of Crime Act during the five months from the coming into operation of this statute on the 1st of August to the 31st of December. The number of charges of murder was 116, 72 relating to men (24 convicted and sentenced to death) and 58 women (five convicted and sentenced to death). Of 175 cases under the Criminal Appeal Act (against 79 in the previous year), 112 appeals were dismissed, 22 convictions were quashed, and 41 sentences reduced. Proceedings were taken in nine cases against solicitors for misappropriation of clients' moneys and other offences. There were six convictions, two acquittals, and one case pending.

In the City of London Court, on Tuesday, says the *Times*, Judge Lumley Smith, K.C., disposed of what he described as an interesting point under the Workmen's Compensation Act. John Wilson, builders' labourer, had claimed compensation against B. Hosegood and Sons, builders, for serious injuries which he sustained two years ago while working for them. He had received 14s. 7d. a week, and that had been paid until three weeks ago, when the employers obtained a review of the order. Judge Rentoul, K.C., then concluded that the workman was not entirely recovered from the result of the accident, but that he had not acted reasonably in using means to promote his recovery. The compensation was reduced, therefore, to 10s., to date back to April last. Now that the workman asked for two weeks' payments of 10s. he was confronted with an objection by the employers that according to the new order he had been overpaid at the rate of 4s. 7d. a week for many weeks, and that he could not receive his 10s. a week until an over-payment of £4 11s. 8d. had been worked off. Mr. J. Scott Duckers, for the workman, now asked the court to say that he was entitled to the 10s. a week, notwithstanding the over-payment. Mr. Ellis Hill, for the employers, submitted that the court had no power to make such an order. Judge Lumley Smith said he thought the case was governed by schedule 1, clause 19, of the Workmen's Compensation Act and the Workmen's Compensation Rule 67, sub-section 2, and that the workman was entitled to his 10s. a week without submitting to a deduction for the over-payments.

Mr. Arthur Cohen, K.C., writing to the *Times* on the Naval Prize Bill, to which we have called attention, says: "After the conclusion of The Hague Conference of 1907 many Governments, including His Majesty's Government, were of opinion that the establishment of an International Prize Court, as framed by that Conference, could not be safely sanctioned until an agreement had been come to between the principal naval Powers as to certain far-reaching principles of prize law; or, in other words, that it would not be safe or prudent to leave those questions to be decided by the members of that Court in accordance with what, in their opinion, 'justice and equity' required. For this reason the Naval Conference of 1909 was convened in London. Unfortunately that Conference found it impossible to arrive at any agreement on the three following questions:—First, what constitutes the enemy character of the owner of goods on board merchant ships? Secondly, in what circumstances and subject to what conditions should the conversion, on the high seas, of merchant ships into warships be allowed? And, thirdly, is the so-called rule of 1756 to be retained? I consider it of the utmost importance (and this seems also to be Professor Holland's opinion) that nothing in the proposed Prize Act should be allowed in any way to prejudice or affect the decision as to whether the International Prize Court should be established before those three important questions have been settled, and thus whether they should be left to be determined by that Court in accordance with what may appear to be in accordance with justice and equity."

In the House of Commons, on Monday, Lord Balcarras asked the Chancellor of the Exchequer whether the valuation forms now being issued under section 26 of the Finance (1909-10) Act, 1910, were to be immediately served upon all owners of land, or whether they were, in the first instance, to be served on certain selected owners; and whether, in the latter event, he could state by whom and on what principle the selection would be made. The Chancellor of the Exchequer said the forms of return now being issued are confined to cases in which an occasion has arisen for the collection of increment value duty, and in which, therefore, it is necessary to value the land affected in advance of the general valuation. As regards the forms which will be issued next month in respect of the general valuation, no selection is contemplated of the owners on whom they are to be served, and the forms will be issued to all owners with as little delay as possible.

ROYAL NAVAL COLLEGE, OSBORNE.—For information relating to the entry of Cadets, Parents and Guardians should write for "How to Become a Naval Officer" (with an introduction by Admiral the Hon. Sir E. R. Fremantle, G.C.B., C.M.G.), containing an illustrated description of life at the Royal Naval Colleges at Osborne and Dartmouth.—Gieve, Matthews, & Seagrove, 65, South Molton-street, Brook-street, London, W.—[ADVT.]

Winding-up Notices.

London Gazette.—FRIDAY, July 22.

JOINT STOCK COMPANIES. LIMITED IN CHANCERY.

FALCON (RHODESIA) DEVELOPMENT Co., LTD.—Creditors are required, on or before Aug 27, to send their names and addresses, and the particulars of their debts or claims, to Frederick John Selwery, Finsbury print House, liquidator.
GOLDY STREET SYNDICATE, LTD.—Creditors are required, on or before Aug 30, to send their names and addresses to R. Warner, 10, Walbrook, liquidator.
GRIFFIN IRONWORKS Co., LTD.—Creditors are required, on or before Sept 15, to send their names and addresses, and the particulars of their debts or claims, to Sydney John Short, 88, Albert rd, Handsworth, or Birmingham, liquidator.
LILLY SHIPPING Co., LTD.—Creditors are required, on or before Sept 15, to send their names and addresses, and the particulars of their debts or claims, to William Thomas Walton, 3, Scarbrough st, West Hartlepool. Turnbull & Tilly, West Hartlepool, sole to the liquidator.
R. & S. LONE LIFE TYLE, LTD.—Petn for winding up, presented July 21, directed to be heard at Quay st, Manchester, Aug 8, at 10. Bingham & Co, Manchester, solors for the petner. Notice of appearing must reach the above-named not later than 2 o'clock in the afternoon of Aug 6.
S. & K. KIRKMAN, LTD.—Creditors are required, on or before Sept 2, to send their names and addresses, and the particulars of their debts or claims, to Samuel Henry Leiberman, 115, Boldemere rd, Kingston upon Hull, liquidator.
SEAHAM HARBOUR STUP, LTD.—Creditors are required, on or before Aug 31, to send their names and addresses, and the particulars of their debts or claims, to Herbert Salisbury Square, 28, John st, Sunderland, Clayton & Gibson, Newcastle upon Tyne, solors for the liquidator.
"SEANE" GRIP OPAL TILING Co., LTD.—Petn for winding up, presented July 19, directed to be heard Oct 18. Peters, Chancery ln, solors for the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Oct 17.

London Gazette.—TUESDAY, July 26.

JOINT STOCK COMPANIES. LIMITED IN CHANCERY.

NATIONAL FREE HOMES ASSOCIATION, LTD.—Petn for winding up, presented July 20, directed to be heard before the Court at Quay st, Manchester, Aug 8, at 10. Yates & Son, Central bldg, Richmond ter, Blackburn. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Aug 7.
RUBBER AND COPPER ESTATES OF BRAZIL, LTD.—Creditors are required, on or before Aug 25, to send their name and addresses, and the particulars of their debts or claims, to Elwyn Russell Polden, Eugene Solmersitz, and George Alfred Bettinson, 26, Gresham st, Forsyth & Co, Birmingham, solors for the joint liquidators.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, July 22.

FALCON (RHODESIA) DEVELOPMENT Co., LTD.
SCHMIDT'S SUPERHEATING Co., LTD.
T. I. N. SYNDICATE, LTD.
BOENKO TONGOOD Co., LTD.
LAS BARRANCAS ESTANCIA Co., LTD. (Reconstruction).
E. R. MOSS, LTD.
COUNTY HOTEL, LEEDS, LTD.
W. SHARP & Co., LTD.
LILLY SHIPPING Co., LTD.
LUFKIN KULE Co., LTD.
SPRINGWELL STONE AND BRICK Co., LTD.
BLUE ANCHOR LINE, LTD.
RAPID CAR CONCESSIONS, LTD.
MARKET BASIN BRITISH WORKMAN AND COMMERCIAL HOTEL Co., LTD.
NORTHERN COUNTIES WROUGHT IRON AND STEEL Co., LTD.
BRITISH MEXICAN DEVELOPMENT Co., LTD.
MARSHALL MUSICAL SYNDICATE, LTD.
SIDNEY E. FELL, LTD.
H. R. SYNDICATE, LTD.

London Gazette.—TUESDAY, July 26.

EGYPTIAN PETROLEUM Co., LTD.
T. RAMSDEN & Co., LTD.
CRYSTALATE MANUFACTURING Co., LTD. (Reconstruction).
WILLIAM LISTER & Co., LTD.
UNIVERSAL PLATE GLASS INSURANCE Co., LTD.
WIRT FOUNTAIN PEN Co., LTD.
SIMPLEX SHOCK ABSORBER SYNDICATE, LTD.
J. HOWARD & Co., LTD.

The Property Mart.

Forthcoming Auction Sales.

Aug. 4.—Messrs. H. E. FORTER & CRAWFIELD, at the Mart, at 2: Reversions and Life Policies (see advertisement, back page, this week).
Aug. 9.—Messrs. DUBREHAN, TROWER, RICHARDSON & CO., at the Mart, at 2: Freehold and Leasehold Motels (see advertisements, page iv, May 3s).

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, July 15.

BAILEY, LOUISA, Camberwell New rd, Camberwell Aug 15 Sheard & Co, Clement's inn
BARKER, HARRIETT, Chardine rd, Upper Clapton July 30th Millar & Co, Basinghall st
BRASH, JOHN, Lonsdale, Draper Aug 12 Howard & Co, Manchester
BROOKLY, ELEANOR, Birstal, Yorks Aug 16 Rascelle, Birstal, nr Leeds
CAMPION, VICTORIA ELLEN ELIZA, Fishergate, Southwick, Sussex Aug 30 Cooper & Bake, Portman st, Portman sq
CAYE, HERBERT WILLIAM, Hartow rd, Chemist Aug 16 Webb, West Smithfield
CLARK, GEORGE, Ashford, Middlesex Aug 18 Davidson, Acton
COLEMAN, REV WILLIAM, Gatestone rd, Upper Norwood Aug 9 Griffith, 38 Bride's av, Fleet st
COOMBS, CHARLES, Devonport Aug 30 Gill, Devonport
CHICK, JAMES, Hartow rd Aug 20 Cooper & Bake, Portman st, Portman sq
CROWLEY, FREDERICK, Abbeid Alton, Southampton Aug 31 King & Co, Cannon st
CUMMING, ARTHUR HENRY, Loftus, Yorks Aug 13 Hoggett, Loftus
DALTON, WILLIAM LEONARD, Dover, Licensed Victualler Aug 13 Bradley, Dover
DOUGLAS CHARLES, Ladbroke rd, Sept 1 Collins & Co, Liverpool
DYERS, WALTER, Cardington, Beds July 30 Shawman & Lethewy, Bedford
EMERSON, JAMES, Talbot rd, Bayswater Aug 25 Marsden & Co, Hamletts st, Cavendish sq
FAULCONBRIDGE, WILLIAM FRIGANELL, Bulwell, Nottingham, Farmer Aug 31 Martin & Sons, Nottingham
FORTER, AGNES, Nottingham Aug 31 Martin & Sons, Nottingham
FOULDER, MARY HOLMES, Scarborough Sept 1 Allison & Stumland, Louth
GEORGE, CALDER, Ladbroke rd, Mon Sept 18 Bylaw & Son, Potypool
GLENDINING, JOHN SCOTT, Millbridge, Huddersfield Commission Weaver Aug 1 Hall & Co, Huddersfield
GORE, EDWARD BANISTER, Liverpool Aug 8 Lloyd, Manchester
JANRETT, CHARLES, Croydon Oct 1 Rowland & Lutebenson, Croydon
JACKSON, ELIZABETH, Milson, Cumberland Aug 20 Butler & Son, Broughton in Furness
JEWITT, HERBERT LACHLAN GOODRICH, Brighton Aug 8 Howlett & Clarke, Brighton
JURON, ALLIE, Wendover, Bucks Sept 1 Hartwood & James, Aylesbury
KELLY, MARGARET, Nantwich, Chester, General Dealer Aug 20 Whittingham, Nantwich
KITCHEN, THOMAS, Southport Aug 31 Barrow & Smith, Manchester
LYNE, LOUISA, Folkestone Sept 1 Lyne & Holman, Great Winchester st
LOUCK, FREDERICK, Pall Mall Aug 15 Beaumont & Son, Lincoln's inn fields
LOARD, Admiral Sir WILLIAM GARRIAN, KC, Witham, Essex Aug 31 Laurence & Co, Lincoln's inn fields
McCABE, PETER, Chilvers Coton, Nuneaton, Master Mariner Aug 10 Fownall, Nuneaton
MOORE, THOMAS CROUCH, Sunderland Aug 9 Graham & Co, Sunderland
NEVILLE, WILLIAM, Twickenham Aug 24 Burton & Son, Blackfriars rd
PARKER, WILLIAM, Upton Park rd, Forest Gate Aug 3 Pearce & Rowse, Plaehet in, Upton Park
PARR, JANE, Badcliffe on Trent Aug 31 Martin & Sons, Nottingham
PATTISON, JOSEPH, Connaught rd, Willesden Aug 20 Cooper & Bake, Portman st, Portman sq
PITT-RIVERS, the Hon ALICE MARGARET LANE FOX, Caterham, Surrey Sept 30 Tethams & Fyfe, Frederick's pl, Old Jewry
PURSELL, WILLIAM YOUNG, Aylesbury, Bucks, Wine Merchant Aug 20 Wilkins & Son, Aylesbury
REYNOLDS, SARAH, Pembroke villa, Bayswater Aug 12 Capron & Co, Conduit st
RICKARDS, FRANCIS MILLETT, Crown ct, Broad st, Solicitor Sept 1 Carleton-Holmes & Co, Bedford row
ROBINSON, JOSEPH, Lane End Staiths, Yorks, Labourer Aug 13 Hoggett, Loftus
ROSS, SIR ALEXANDER GEORGE, Ealing, KC Sept 12 Pully & Mitchell, Bedford row
SLATER, LEIGH, Disley, Chester, Paper Merchant July 31 Brown & Co, Stockport
SMITH, ANN, Basford, Nottingham Aug 20 Bramley & Woodsend, Nottingham
STRAY, GEORGE, Nottingham, Licensed Victualler Aug 20 Bramley & Woodsend, Nottingham
TAYLOR, ELIZABETH FRANK, Wadesley, nr Sheffield Aug 8 Ashington & Denton, Sheffield
TURNER, EMILY ATYKOTCH, Edinboro gds Aug 12 Bischoff & Co, Great Winchester st
WILSON, FLORENCE ELIZABETH, Swadgate Aug 12 Blade & West, Evershed
WRIGHT, SARAH, Richmond Aug 31 Masteyman & Everington, Great Winchester st

London Gazette.—TUESDAY, July 19.

BERGER, LEWIS JOHN, Reigate Sept 1 Wilde & Co, College hill
BRITTON, LOUISA, Erdington, Warwick Aug 20 Lane & Co, Birmingham
BROOKS, HERBERT, Lees, nr Oldham Aug 9 Taylor, Oldham
BURNARD, MARY ANN, Avondale rd, Denmark Park Aug 31 Yeilding & Co, Vincent sq
BUTTERY, ELEANOR MARGARET ELIZABETH, East Preston, Sussex Aug 18 Crump & Son, Leadenhall st
CARBISTON, LOUIS, Croydon Aug 20 Gush & Co, Finsbury circus
CARTHIGHE, MICHAEL, Goring on Thames, Chemist Aug 17 Norton & Co, Old Broad st
CHURCH, JOHN, East Cowes, 1 of W, Grocer Aug 24 Edridge & Sons, Newport, 1 of W
CHURCH, SARAH ANN, East Cowes Aug 24 Edridge & Sons, Newport, 1 of W
COFFARD, ELIZABETH, Isleworth, Licensed Victualler Aug 9 Bedford & Wellsted, New-haven
COORS, EDWARD, Sparkhill, Worcester, Chemist Aug 20 Lane & Co, Birmingham
DALY, REV PATRICK, Longlight, Manchester July 30 Watson & Booth, Manchester
DEW, GEORGE, Burdage rd, Herpe Hill, Mantle Manufacturer Sept 23 Stone, Woolwich
DUNFORD, ROBERT, Middle Duryard, Exeter Aug 5 Hartley & Thomas, Exeter
ELMS, HENRY, Eltham, Licensed Victualler Aug 18 Sampson, Woolwich
FORREST, ANN, Alnwick, Northumberland Aug 18 Douglas, Alnwick
FOWKES, ISABELLA, Southfields, Leicester Aug 18 Hebo & Sons, Lincoln
GABRIEL, JOHN, Sloane st, Chelsea, Builder Aug 16 Boodle & Co, Davies Berkeley sq
GREGGON, JAMES, Blackburn, Gunmaker July 31 Rennie, Blackburn
GUEST, GEORGE BELLER, Liverpool, Solicitor Aug 16 Roberts, Warrington
HALL, ELIZA, Leeds Aug 13 Wilson, Leeds
HARDISTY, ANNE, Leeds Aug 13 Harrison & Son, Leeds
HIGGINS, SURANNA JANE, Hatfield, Green, Northampton, Traction Engine Proprietor Aug 16 Darrell & Price, Northampton
HILL, FRANCIS HANNAH, King's Heath, Worcester Aug 20 Pointon & Evershed, Birmingham

HORTON, SAMUEL, Ilkley, Yorks Aug 31 Meeks, Sheffield
HUGHES, JOHN ROBERT, Denbigh, Doctor Aug 27 Davies, Denbigh
KAY, LUKE, Bromley Cross, nr Bolton July 30 Finney & Co, Bolton
KAY, ALICE, Bromley Cross, nr Bolton July 30 Russell, Bolton
KENNEDY, ALFRED JOSEPH, Southsea, Journalist Sept 23 Marriott & Co, Manchester
LAKES, MARY, Small Heath, Birmingham Aug 26 Pointon & Evershed, Birmingham
LANGASTER, JOHN, Yelverton, Devon Aug 5 Tucker, Plymouth
LEAKE, THOMAS WHAPLATE, Sherburn in Elmet, Yorks Aug 30 Atkinson & Sons, Doncaster
McMURTRIE, ELIZABETH, Northampton Aug 30 Howes & Co, Northampton
NATHAN, SAMUEL, Cardiff, Pawnbroker July 30 James, Merthyr Tydfil
PARKER, FREDERICK, Cardiff, Chartered Accountant Aug 27 Willett, Cardiff
RIVETT, CHARLES, Manchester Aug 15 Cobbett & Co, Manchester
SALTING, GEORGE, St James's st Sept 1 Flower & Norfolk, Norfolk st, Strand
STANSFORD, THOMAS WOOLICH, Bishopstoke, Hants Sept 1 Farrar, Halifax
STRAUGHTON, MARY, Bedford Sept 1 Halliley & Morrison, Bedford
STROUT, GEORGE, Leeds Sept 1 James, Leeds
TAYLOR, JOSHUA JOHN BRAIN, Redland, Bristol, Printer Aug 31 Tuckey & Clifton, Bristol
THOMPSON, ROBERT WILLIAM, Lesbury, Northumberland, Joiner Aug 18 Douglas, Alnwick
TYLER, JOHN WILLIAM, HOVE, Sussex Sept 1 Morrisons & Nightingale, Redhill
UTTON, WILLIAM CHARLES, Walsall, Grocer's Traveller Sept 14 Evans, Walsall
WHITE, HAROLD, East Finchley Aug 16 Wells & Sons, Finchley
WHITTHOUSE, WILLIAM EBERNEZER, Birmingham Aug 26 Pointon & Evershed, Birmingham
WHITTHOUSE, JOSEPH, Huddersfield, Dentist Aug 15 Sykes, Huddersfield
WILCOX, FREDERICK WILLIAM, Small Heath, Birmingham, Fireiron Manufacturer Aug 20 Lane & Co, Birmingham
WILDING, ANN, Preston Aug 31 Waddington, Burnley
WOLTERSHOLME, GEORGE, Newtown, Wigan, Surgeon Aug 18 Jackson, Wigan

London Gazette.—FRIDAY, July 22.

ANOS, ELIZABETH, Balforn st, Battersden Park rd Aug 30 Duke & Son, Ironmonger in BATT, DANIEL, Blackpool Aug 27 Needham, Manchester
BRIDGE, GEORGE JOHN, Courtfield rd, South Kensington Aug 31 Mellor & Co, Coleman st
BROOKE-HUNT, VIOLET EDITH GWYNETH, Wellington ct, Knightsbridge Sept 1 Norton & Hudson, Cannon st
BROWN, MARIANNA WYLD, Westmoreland rd, Bayswater Sept 1 Newton, Birkbeck Bank chambers
CHILTON, JAMES, Southall, Engine Driver Aug 30 Bonner, Gloucester
CLARK, HENRY, Emsworth, Devon Aug 31 Vine, Exmouth
DAVIES, JOHN, Shrewsbury, Corn Merchant's Manager Aug 31 Sprott & Morris, Shrewsbury
DAWSON, SARAH ANN, Ashton under Lyne Aug 26 Whitworth, Ashton under Lyne
DEERLEY, JEMIMA, Aylesbury Aug 22 Wilkins & Son, Aylesbury
DELLAVALLE, DOROTHEA ADA, Paris Sept 17 Adler & Perowne, Copthall av
ELMS, MARY ANN, Nottingham Sept 1 Danby & Epton, Lincoln
ETCHELLS, JANE, Ashton under Lyne Aug 31 Bromley & Hyde, Ashton under Lyne
FISHER, JOSEPH WALKER, Mansfield, Notts, Coal Merchant Sept 10 Smith, Mansfield
GALE, FRANCIS BROWN LYTON, Cheney, nr Dorchester July 30 Whetham, Bridport
GARNON, THOMAS, Fishguard, Pembroke Aug 20 Evans, Fishguard
GIBBS, ALFRED WEST, HOVE, Brighton Aug 22 Mills & Co, Finsbury sq
GREENWOOD, GEORGE, Kirkby cum Osgodby, Lincs Aug 25 Palfrey, Market Rasen
GUMBY, JANE, Norton on Tees, Durham Aug 24 Watson, Stockton on Tees
HARRIS-VALE, JAMES, Kirkley, Suffolk, Master Mariner Sept 15 Reeve & Mayhew, Lowestoft
HEYES, ROBERT, Hardybutts, Wigan, Hay Dealer Aug 21 Graham & Unsworth, Wigan
KEDDIEWILL, THOMAS LEYTON Aug 6 Freeman & Brindley, Leyton
LAKE, THOMAS JOHN, Small Heath, Birmingham Aug 26 Pointon & Evershed, Birmingham
LER, ISABELLA, Blackpool Aug 5 Butcher, Blackpool
MCBEACHAN, HON SIR MALCOLM DONALD, Galloway House, Wigtown Sept 1 Wadson & Malleson, Devonshire sq, Bishopsgate Without
MAYRELL, HARRY JAMES, Handsworth Aug 26 Pointon & Evershed, Birmingham
MORRIS, RICHARD, Aberdare, Glam Aug 20 Phillips & Son, Aberdare
MORRIS, SARAH JANE, Parry, Glam Aug 20 Phillips & Son, Aberdare
MOUFFET, EMILY ANNE, Leamington, Warwick Aug 22 Routh & Co, Southampton
NORMAN, HENRY CHARLES, Crawley Down, Sussex, Engineer Aug 25 Arthur, Queen Victoria
OLIVER, MARY, Newcastle upon Tyne Aug 29 Wilkinson & Marshall, Newcastle upon Tyne
PICKLES, ANNE, Halifax Aug 20 Jubb & Co, Halifax
POKTER, JOHN KERR, Cheadle Hulme, Chester, Merchant Aug 23 Scholes & Farrington, Manchester
PRITCHARD, ALFRED THOMAS, Stirling rd, Clapham Rise, Cold Stores Manager Aug 25 Beaumont & Co, Chancery in
RICHARDSON, GEORGE, Teccott rd, Chelsea Aug 19 Eagleton & Sons, Chancery in
SCHROEDER, BARON SIR JOHN HENRY WILLIAM, The Dell, nr Windsor Sept 3 Coward & Co, Mincing ls
SESSIONS, SUSANNAH, Barmby upon Donn, Yorks Aug 22 Atkinson & Sons, Doncaster
SMITH, HUGH WALTER, Manitoba, Canada Aug 22 Burchells, The Sanctuary
STEVENS, JANE Macaulay rd, Clapham Common Aug 31 Reid, Great St Helena
SWINHANK, JAMES, Bricon Hill Farm, nr Sedgfield, Durham, Farmer Aug 30 T & W G, Maddison, Durham
TAYLOR, JANE, Church rd, Willesden Sept 1 Pearce, Devonport
THOMAS, GRIFFITH, Pwllhell, Carnarvon, Coal Merchant Aug 23 Parry, Pwllhell
TINKER, WILLIAM, Penelton, Lancs Sept 5 Redell & Driver, Manchester
TOMLINSON, GEORGE ROBINSON, Birkenhead, Chester, Shipwright Aug 20 Paisley & Co, Worthington, Cumberland
TOPHAM, JAMES, Gylgate, Lancs, Farmer Aug 13 Saul, Lancaster
TREHEARN, HERBERT REES, Montrose av, Kilburn Aug 16 Trehearn, Lincoln's inn fields
TRIGG, HENRY, Last Liss, Hants Aug 18 Burley, Petersfield
WALKER, MARIA, Oldham Aug 22 Clark & Co, Oldham
WILKINSON, LYDIA ANN, Clacton on Sea Aug 29 White, Clacton on Sea
WILKS, ELIZABETH, Cray End, Windmill in Shipley, Yorks Aug 15 Atkinson, Shipley
WINDLE, JOHN, Eton, Yorks Joiner Aug 23 Jackson & Jackson, Middlesbrough
WOLFENDEN, SAMUEL, Oldham, Cotton Mill Salesman Aug 22 Clark & Co, Oldham
WOOD, ESTHER, West Smethwick, Staffs Sept 1 Shakespeare & Co, Oldbury, nr Birmingham
YORKE, REGINALD, Ilford Aug 20 White, Ilford

London Gazette.—TUESDAY, July 26.

BAIRSTOW, JOHN, Wakefield, Worsted Spinner Sept 1 Mander & Co, Wakefield
BINGHAM, SAMUEL, Sheffield Sept 3 Machen, Sheffield
CHAPMAN, HENRY, Doncaster Aug 23 Atkinson & Sons, Doncaster
CLARK, HENRY CHARLES, Newport, Mon Aug 26 Lyne & Co, Newport, Mon
CUNNINGHAM, JAMES, Sheffield Sept 3 Machen, Sheffield
DEERY, JAMES, Yarkhill, Hereford Aug 31 Boycott, Hereford
DINLEY, CATHERINE, Worcester Aug 30 Beauchamp & Gallaher, Worcester
GROSVONT, JOHN, Donbigh Aug 10 Morgan & Co, Colwyn Bay
HAMPTON, GEORGE, Burgess Hill Sept 1 Maynard & Smith, Burgess Hill
HAWKINS, ELIZABETH, Swindon Aug 25 Fairfax & Barfield, Banbury
HAY, DRUMMOND, Exmouth, Devon Sept 12 Stephenson & Co, Lombard st
HUGGAN, JANE ANN, Pudsey, Yorks Aug 20 Harrison & Son, Leeds

KELLY, CHARLES ERNEST MACKENZIE, Witney, Oxford Aug 28 Westell & Sons, Witney
KERRY, ANN, Leigh Worcester Aug 21 Lamberts, Malvern
LEWIS, SARAH ANN, Woodford, Essex Sept 25 James & Co, Fore at
MACKINTOSH, DANIEL, East Sheen Sept 5 Reed & Wayman, Downham Market
MORGAN, MARY ELLY BETTIE, Cardiff Sept 14 Annet, jun, Cardiff
RAE, JOHN, Liverpool Aug 28 Bellinger & Co, Liverpool
SHAW, THOMAS, Great Budworth, Cheshire Sept 1 Chalinder & Herington, Has-
 ings

SHAW, THOMAS Aug 20 Simpson & Co, Liverpool
SHEPHERD, GEORGE PRENTIS HASSOCKS, Sussex Sept 17 Potter & Crundwell, Guildford
STANKEE, MARY ANN, Farnham Common, Bucks Aug 31 Hogarth, Beaconsfield
TOWNEND, JOHN, Blackburn Aug 8 Cooper & Son, Blackburn
WALKER, MATTHEW, Bramley, Leeds, Cloth Manufacturer Aug 20 Harrison & Son, Leeds
WARD, MARGARET, Douglas Aug 22 Brown & Co, Southport
WINDSOR, THOMAS, Great Budworth, Cheshire Sept 29 Parkinson & Co, Manchester

Bankruptcy Notices.

London Gazette.—TUESDAY, July 19.

FIRST MEETINGS.

ACKROYD, JOSEPH HENRY, King Cross, Halifax, Painter July 28 at 10.45 County Court, Prescott st, Halifax
ANDERSON, JOHN RICHARDSON, and **HENRY MCPARKE**, Gateshead, Publicans July 27 at 12 Off Rec, 30, Mosley st, Newcastle on Tyne
BARRETT, GEORGE, East Bowling, Bradford, Carrier July 27 at 3 Off Rec, 12, Duke st, Bradford
BARRICK, WALTER, Holmfirth, Yorks, Licensed Victualler July 28 at 2.30 Huddersfield Incorporated Law Society's Rooms, Imperial Arcade, New st, Huddersfield
BEDDINGTON, AMY LOUISE, Birmingham, Baker July 28 at 11.30 Ruskin chambers, 191, Corporation st, Birmingham
BIGGS, JULIE MARIE, Luton, Straw Hat Manufacturer July 29 at 12 Off Rec, The Parade, Northampton
BRANSTON, CHARLES HENRY, Starbeck, Yorks, Grocer's Assistant July 28 at 2.30 Off Rec, The Red House, Duncombe pi, York
BURTON, CHARLES EDGAR, Knaresborough July 28 at 4 Off Rec, The Red House, Duncombe pi, York
CATTHROW, ALFRED, Monk Bretton, nr Barnsley, Grocer July 28 at 11 Off Rec, 7, Regent st, Barnsley
COPUS, FREDERICK, Swansea, Monumental Mason July 27 at 11 Off Rec, Government bldgs, St Mary's st, Swansea
CORDON, JOSEPH, Marsden, Yorks, Farmer July 28 at 2.15 Huddersfield Incorporated Law Society's Rooms, Imperial arcade, New st, Huddersfield
DAVIES, GEORGE THOMAS, Lymington rd, West Hampstead, Coal Factor July 29 at 12 Bankruptcy bldgs, Carey st
DOVE, HOWARD, Stanton Hill, Skegby, Notts, Fish Salesman July 27 at 11 Off Rec, 4, Castle pi, Park at Nottingham
DRAPIKIN, MAX, Sotheby rd, Highbury, Manufacturers' Agent July 29 at 1 Bankruptcy bldgs, Carey st
DREAPER, HARRIOT JUDITH, West Southborough, Bournemouth July 28 at 3.30 Arcade chambers (first floor), Bournemouth
EDWARDS, ERNEST, Newcastle on Tyne, Grocer July 27 at 11 Off Rec, 30, Mosley st, Newcastle on Tyne
ELLIOTT, CHARLES, Beecheroff rd, Tooting, Butcher July 28 at 11.30, 132, York rd, Westminster bridge
FINEBERG, MAX, Liverpool, Draper July 27 at 11 Off Rec, 35, Victoria st, Liverpool
FRANKS, JOSEPH GEORGE, Blackheath, Nurseryman July 28 at 12, 132, York rd, Westminster bridge
FREEDMAN, SAMUEL, Kingston upon Hull, General Dealer July 27 at 11 Off Rec, York City Bank chambers, Lowgate, Hull
GATNER, CHARLES JAMES, Strood, Kent, Confectioner July 29 at 3 115, High st, Rochester
GERRARD, HARRY JAMES, Wigan, Grocer July 28 at 3 19, Exchange st, Bolton
GOLDMAN, MARK, Birmingham, Dealer in Precious Stones July 29 at 12 Ruskin chambers, 191, Corporation st, Birmingham
GRATZ, EUGENE VICTOR, Whitefield st, St Pancras, Engineer July 27 at 12 Bankruptcy bldgs, Carey st
GULLIVER, ERNEST, Bugbrooke, Weedon, Northampton, Coal Merchant July 28 at 11.30 Off Rec, The Parade, Northampton
HALL, SARAH JANE, Lancaster, Slater July 27 at 2.15 Palatine Place, Market st, Lancaster
HERCY, THOMAS FRANCIS JOHN LOVELACE, Albert Palace mansions, Battersea Park, Clerk July 27 at 1 Bankruptcy bldgs, Carey st
HEWINGS, CATHERINE, Barnsley, Fishmonger July 28 at 10.30 Off Rec, 7, Regent st, Barnsley
HUMBY, EDMUND, and **FREDERICK JAMES HUMBY**, Winchester, Plumbers July 29 at 12 Messrs Godwin & Co, St Thomas st, Winchester
JACOBS, ALEXANDER, High st, Stoke Newington, Fishmonger Aug 2 at 11.30 Bankruptcy bldgs, Carey st
KING, ESTHER, Dunstable, Tobacconist July 28 at 12 Off Rec, The Parade, Northampton
LANGFIRE, ADOLF, Harrogate, Photographer's Artist July 28 at 3.15 Off Rec, The Red House, Duncombe 11, York
LEWIS, RICHARD, Waterloo, nr Liverpool, Fruit Merchant July 27 at 12 Off Rec, 35, Victoria st, Liverpool
LINDENBERG, EMIL VICTOR, Holborn, Clear Merchant July 27 at 11 Bankruptcy bldgs, Carey st
MIRIS, GEORGE, Aldersgate st, Manufacturer of Watches July 27 at 12.30 Bankruptcy bldgs, Carey st
PARR, JOHN, Walsall, Builder July 27 at 12 Off Rec, Wolverhampton
POLAND, FREDERICK WILLIAM, Fulham rd, Fruiterer July 28 at 11 Bankruptcy bldgs, Carey st
SAMPSON, NATHAN, Highbury New pk, Boot Factor July 28 at 1 Bankruptcy bldgs, Carey st
SKIPPER, ROBERT SAMUEL, Boston, Linco, Tailor Aug 4 at 12.15 Off Rec, 4 and 6, West st, Boston
SOUTHALL, SAMUEL THOMAS, Neath, Giam, Tinworker July 27 at 11.30 Off Rec, Government bldgs, St Mary's st, Swansea
STEPHEN, HENRY ST JAMES, Plowden bldgs, Barrister at Law July 27 at 11.30 Bankruptcy bldgs, Carey st
STRATFORD, ALBERT, Northampton, Fruiterer July 29 at 11.30 Off Rec, The Parade, Northampton

SWEETMAN BROTHERS, Mile End rd, Boot Manufacturers July 28 at 12 Bankruptcy bldgs, Carey st
TROTMAN, CHARLES HARDING, Holloway rd, Holloway, Baby Carriage Maker July 27 at 1 Bankruptcy bldgs, Carey st
VERRALL, G ROYSTON, Hanover st, Hanover sq July 29 at 11 Bankruptcy bldgs, Carey st
WATTS, FREDERICK EDWARD, Herriard, Hants, Grocer July 29 at 11.30 Messrs Godwin & Co, St Thomas st, Winchester
WHITELEGGE, JOHN, Urnston, Lancs, Confectioner July 27 at 2.30 Off Rec, Byrom st, Manchester
WHITLEY, JOHN WILLIAM, Old Hill, Staffs July 27 at 12 Off Rec, 1, Priory st, Dudley
WILKINSON, H C W, Chaucer rd, Herne Hill July 29 at 12 Bankruptcy bldgs, Carey st
WILLIAMS, WILLIE JAMES, Handsworth, Grocer July 28 at 12 Ruskin chambers, 191, Corporation st, Birmingham
WINTER, JOSEPH, Catford, Tobacco Dealer July 27 at 11.30 152, York rd, Westminster bridge

ADJUDICATIONS.

ACKROYD, JOSEPH HENRY, King Cross, Halifax, Painter Halifax Pet July 15 Ord July 15
BARRETT, GEORGE, East Bowling, Bradford, Carrier Bradford Pet July 14 Ord July 14
BIRD, RICHARD, Dinas Powis, Glam, Florist Cardiff Pet July 14 Ord July 14
BRANSTON, CHARLES HENRY, Starbeck, Yorks, Grocer's Assistant York Pet July 14 Ord July 14
BURTON, CHARLES EDGAR, Knaresborough York Pet July 15 Ord July 15
DAVIES, GEORGE THOMAS, Lymington rd, West Hampstead, Coal Factor High Court Pet July 14 Ord July 15
ELLIOTT, CHARLES, Beecheroff rd, Tooting, Butcher Wandsworth Pet July 14 Ord July 14
ELLIS, CHARLES HENRY, East Sheen, Surrey, Builder Wandsworth Pet May 20 Ord July 14
ELLISON, LOUIS, Lower Brouthorne, nr Manchester, Furniture Dealer Salford Pet June 23 Ord July 14
FINEBERG, MAX, Liverpool, Draper Liverpool Pet June 21 Ord July 15
FISHER, ROBERT HENRY, Colchester, Licensed Victualler Colchester Pet July 15 Ord July 15
FRANKS, JOSEPH GEORGE, Blackheath, Nurseryman Greenwich Pet July 14 Ord July 14
GATER, CHARLES JAMES, Strood, Confectioner Rochester Pet July 1 Ord July 14
GAY, ROBERT, Abergarth, Mon, Draper Tredegar Pet July 13 Ord July 13
GERRARD, HARRY JAMES, Wigan, Grocer Wigan Pet July 14 Ord July 14
GREENHALGH, JOSEPH EDWARD, Northden, Cheshire, Coal Merchant Oldham Pet July 15 Ord July 15
GRIEK, ELIZABETH MARGARET GRANT, Granville mans, Bury st High Court Pet Feb 2 Ord July 15
GUTHRIE, ROBERT ALEXANDER, Penbrooke Dock, Fish Merchant Pembroke Dock Pet July 15 Ord July 15
HALL, SARAH JANE, Lancaster, Slater Preston Pet July 8 Ord July 8
HERBERT, JOSEPH ALFRED, Carlisle, Stationer Carlisle Pet July 15 Ord July 15
HERCY, THOMAS FRANCIS JOHN LOVELACE, Albert Palace mans, Battersea Park, Clerk High Court Pet July 14 Ord July 14
HIGGINS, WILLIAM JAMES, Welshpool, Montgomery, Grocer Newtown Pet June 21 Ord July 15
HILL-TREVOR, GEORGE EDWIN, Buckingham st, Strand High Court Pet May 21 Ord July 14
HUMBY, EDMUND, and **FREDERICK JAMES HUMBY**, Winchester, Plumbers Winchester Pet July 15 Ord July 15
JACOB, MORRIS, Clephane rd, Canonbury, Furniture Dealer High Court Pet June 11 Ord July 14
KRELL, CHARLES GOODWIN, Ipswich, Rate Collector Ipswich Pet July 14 Ord July 14
KEYSE JAMES, King William st, Wool Dealer High Court Pet April 25 Ord July 14
LANGFIRE, ADOLF, Harrogate, Photographer's Artist York Pet July 15 Ord July 15
LARAIN, ROBERT, Barrow in Furness, Labourer Barrow in Furness Pet July 16 Ord July 16
LLOYD, JOHN, Mill Fm, Tredegar, Mon, Timberman Tredegar Pet July 13 Ord July 13
LONG, ELIZABETH, Oxford, Lodging House Keeper Oxford Pet July 14 Ord July 14
MICHAEL, GEORGE PAPA, St Mary Axe High Court Pet June 22 Ord July 15
PERKINS, ARNOLD, Halifax, Plumber Halifax Pet June 30 Ord July 14
SEACOMBE, ARTHUR, Blackpool, Coal Merchant Preston Pet June 28 Ord July 15
SEAR, ARTHUR, Luton, Jobmaster Luton Pet July 1 Ord July 15
SKULL, HERBERT EDWARD, and **WILLIAM CHARLES BLAKE**, Wembley, Builders st Albans Pet June 18 Ord July 16
TANCRED, SEYMOUR MITFORD, Blackheath Greenwich Pet Mar 24 Ord July 15
TAPLIN, ARTHUR JOHN, Westbourne grove, Tailor High Court Pet June 7 Ord July 13
TEEDGILL, HERBERT, Stockton Heath, Chester, Master Plasterer Warrington Pet July 16 Ord July 16
WARD, ESTHER LOUISA, Sheffield, Confectioner Sheffield Pet July 13 Ord July 14

WARNER, EMILY, South Weald, Essex Chelmsford Pet July 14 Ord July 14
WATTS, FREDERICK EDWARD, Herriard, Hants, Grocer Winchester Pet July 15 Ord July 15
WHITELEGGE, JOHN, Urnston, Lancs, Confectioner Salford Pet July 13 Ord July 13
WILLIAMS, WILLIAM, Nottingham, Mineral Water Manufacturer Nottingham Pet July 15 Ord July 15
WINTER, JOSEPH, Catford, Tobacco Dealer Greenwich Pet June 18 Ord July 15

Amended Notice substituted for that published in the London Gazette of Jan 22:

SAGE, EDGAR, East Sheen, Surrey, Builder Wandsworth Pet Aug 15 Ord Jan 7

Amended Notices substituted for those published in the London Gazette of July 15:

CORDEN, JOSEPH, Marsden, Yorks, Farmer Huddersfield Pet July 11 Ord July 11
ANDERSON, JOHN RICHARDSON, and **HENRY MCPARKE**, Gateshead, Publican Newcastle on Tyne Pet July 12 Ord July 12

ADJUDICATIONS ANNULLED.

CARTER, LAWRENCE LAUDER, Cleeve Hill, nr Cheltenham, Horse Trainer Cheltenham Adjud Nov 19, 1909 Annul July 14, 1910

ADJUDICATION ANNULLED, RECEIVING ORDER RESCINDED, AND PETITION DISMISSED.

WOOD, NICHOLAS JERVIS, Late of Gaiety Hotel, Strand High Court Pet May 2, 1907 Rec Ord July 1, 1907 Adjud July 22, 1907 Resc, Annul and Dis Pet July 15, 1910

London Gazette.—FRIDAY, July 22.

RECEIVING ORDERS.

AYERS, WILLIAM, Arlington gdns, Chiswick High Court Pet July 4 Ord July 19
BAND, GEORGE, Brentford, Parchment Manufacturer Brentford Pet July 20 Ord July 20
BARBER, A G, Trowley, nr Wrotham, Kent High Court Pet July 8 Ord July 19
BICKHAM, WILLIAM HENRY, Portsmouth, Butcher Portsmouth Pet July 19 Ord July 19
BOWKES, HARRY FLETCHER, Southport, Carrier Liverpool Pet July 20 Ord July 20
BRISTOW, HANCOCK, Kingston upon Hull, Plumber Kingston upon Hull Pet July 18 Ord July 18
BROWN, ARCHIBALD, Stone bldgs, Lincoln's inn, Barrister at Law High Court Pet June 3 Ord July 19
BROWN, EDWARD ALEXANDER, Lemington, Northumberland, Baker Newcastle on Tyne Pet July 20 Ord July 20
BUTROFF, ALBERT, Melrose gdns, Hammersmith High Court Pet June 16 Ord July 19
CORKE, ALFRED MATTHEW, Harrogate, York, Auctioneer York Pet June 23 Ord July 20
COWARD, WILLIAM HENRY, Bath, Engineer Bath Pet July 19 Ord July 19
COX, HIRAN, Nottingham Nottingham Pet July 5 Ord July 19
CRAWFORD, SAMUEL, West Walton, Norfolk, Fruit Grower King's Lynn Pet July 20 Ord July 20
CREANEY, GEORGE, Boston, Lancs, Labourer Boston Pet July 20 Ord July 20
DALE, GEORGE, Odd Rode, Chester, Farmer Macclesfield Pet July 20 Ord July 20
DARNSBROUGH, THOMAS, York York Pet July 9 Ord July 30
FARROW, WILLIAM, Deptford, Catford Greenwich Pet June 28 Ord July 19
GRAY, FREDERICK WATVELL, and **BERNARD BRIDLEY EAST-COULT**, Stratford, Lancs, Rubber Merchants Salford Pet June 29 Ord July 15
GRIFFITHS, ISAIAH NANTYFYLON, nr Bridgend, Collier Cardiff Pet July 20 Ord July 20
GRIMLEY, WALTER LEE, Springbourne, Bournemouth, Electrician Poole Pet July 20 Ord July 20
HAYLES, EDWARD LEWIS, Ifield, Sussex Brighton Pet July 4 Ord July 19
KEEF, HARRY, Lawrence Pountney Ln, Coal Factor High Court Pet July 18 Ord July 18
KIDGELL, HERBERT THOMAS, Newton Abbey, Devon, Dentist's Assistant Exeter Pet July 16 Ord July 16
MACHESON, JOHN GORDON, Southend on Sea, Egg Merchant Chelmsford Pet July 18 Ord July 18
MARTIN, HARRY NAPIER, Birkenhead, Auctioneer Birkenhead Pet July 6 Ord July 18
MEADUR, GEORGE WESLEY, Boscombe, Bournemouth, Builder Poole Pet July 18 Ord July 18
MOORE, RICHMOND THOMAS, Little Brampton, Staunton on Avon, Hereford, Farmer Leominster Pet July 20 Ord July 20
OFFORD, THOMAS, Brighton, Motor Engineer Brighton Pet July 7 Ord July 20
OWEN, EDWARD ARNOLD, Morda, Oswestry, Laundry Proprietor Wrexham Pet July 20 Ord July 20
PUOH, JAMES, Old Town, Swindon, Innkeeper Swindon Pet July 11 Ord July 19
REINCKE, HUGO, Finsbury, Edinburgh High Court Pet June 23 Ord July 20
ROBERTS, ANDREW, Blaenau Ffestiniog, Merioneth, Slate Merchant Portmadoc Pet July 18 Ord July 18
ROBINSON, WILLIAM ARTHUR, Sleaford, Lancs, Nurseryman Boston Pet July 20 Ord July 20

SANBURN, JOHN, Rochdale, Grocer Rochdale Pet July 20 Ord July 20
 SEAR, WILLIAM HENRY, Woburn Sands, Buckingham, Coal Dealer Northampton Pet July 19 Ord July 19
 SMALL, ISAAC, BARTON in Furness, Cabinet Maker BARTON in Furness Pet July 20 Ord July 20
 STEPHENS, HARRY, Banwell, Somerset, Cattle Dealer Wells Pet July 18 Ord July 18
 TANNER, ISAAC JAMES, Bristol, Coal Merchant Bristol Pet July 18 Ord July 18
 TUPPER, EDWARD ALFRED, Walter House, Strand, Company Promoter High Court Pet Dec 10 Ord July 20
 WHITE, SIDNEY JOHN, Upton in, Forest Gate, Draper High Court Pet July 20 Ord July 20
 WILCOCKSON, FRANK FREDERICK, Hasland, nr Chesterfield Preston Pet July 18 Ord July 18
 WILSON, JOHN WESLEY, and JAMES RAY ROSCOE, Stockport, Timber Merchants Stockport Pet July 18 Ord July 18
 WILSON, SAMUEL JOSHUA, Chilvers Coton, Nuneaton, Warwick, Builder Coventry Pet July 20 Ord July 20
 WRIGHT, ALBERT ROBERT, Taddington, Ham Dealer Kingston, Surrey Pet July 18 Ord July 18
 WRIGHT, THOMAS, Coily Fields, Bridgend, Draper Cardiff Pet July 8 Ord July 19

Amended Notice substituted for that published in the London Gazette of June 10, in the name of John Arthur Milton:

HENRY MILTON & SON, Crewe, Plumbers Crewe Pet May 24 Ord June 8 (amended July 6)

Amended Notice substituted for that published in the London Gazette of July 15:

NEWTON, ERNEST ALBERT, Longsight, Manchester, Coal Dealer Manchester Pet June 29 Ord July 11

Amended Notice substituted for that published in the London Gazette of July 19:

EDWARDS, ALFRED CHARLES, Trent rd, Brixton hill, Cigar Merchant High Court Pet June 28 Ord July 15

RECEIVING ORDER RESCINDED.

CLARK, ARTHUR, Shaftesbury av High Court Rec Ord April 25 Resc July 19

FIRST MEETINGS.

AVENS, WILLIAM, Arlington rdns, Chiswick Aug 4 at 11 Bankruptcy bldgs, Carey st
 BARKER, A G, Trosley, nr Wrotham, Kent Aug 3 at 12 Bankruptcy bldgs, Carey st
 BROWN, ARCHIBALD, Stone bldgs, Lincoln's inn, Barrister at Law Aug 5 at 11 Bankruptcy bldgs, Carey st
 BUTKOFFER, ALBERT, Melrose gds, Hammersmith Aug 4 at 1 Bankruptcy bldgs, Carey st
 CROSS, DONALD MAXWELL, London rd, Twickenham, Business Transfer Agent Aug 5 at 12 14, Bedford row
 ELOIE, CHRISTOPHER JOHN, West Hartlepool, Solicitor Aug 3 at 2.30 Grand Hotel, West Hartlepool
 ELLISON, LOUIS, Lower Broughton, nr Manchester, Furniture Dealer July 30 at 11.30 Off Rec, Byrom st, Manchester
 FISHER, ROBERT HENRY, Colchester, Licensed Victualler July 30 at 11.15 Cups Hotel, Colchester
 GRAY, FREDERICK, WARELL, and BERNARD BRIERLEY ESTOUGHT, Stretford, Lanes, Rubber Merchants July 30 at 11 Off Rec, Byrom st, Manchester
 GURNIALIGH, JOSEPH EDWARD, Northenden, Chester, Coal Merchant Aug 5 at 11.30 Off Rec, Greaves st, Oldham
 GRIMSLEY, WALTER LEE, Springbourne, Bournemouth, Electrician July 30 at 12 Arcade chmbrs (first floor), Bournemouth
 GUTHRIE, ROBERT ALEXANDER, Pembroke Dock, Fish Merchant July 30 at 12.30 Off Rec, 4, Queen st, Carmarthen
 HAMON, LOUIS, Piccadilly circus Aug 2 at 1 Bankruptcy bldgs, Carey st
 HERBERT, JOSEPH ALFRED, Carlisle, Stationer July 30 at 11 34, Fisher st, Carlisle
 KEMP, HARRY, Laurence Pountney in, Coal Factor Aug 2 at 12 Bankruptcy bldgs, Carey st
 KIDGELL, HERBERT THOMAS, Newton Abbot, Devon, Dentist's Assistant Aug 4 at 10.30 Off Rec, 9, Bedford circus, Exeter
 LONG, ELIZABETH MARY, Oxford, Lodging House Keeper July 30 at 12 1, 86 Aldate's, Oxford
 MEADUS, GEORGE WESLEY, Boscombe, Bournemouth, Builder July 30 at 11.30 Arcade chmbrs (first floor), Bournemouth

MOORE, RICHMOND THOMAS, Ashley Farm, Little Bampton, Hereford, Farmer July 30 at 12.45 2, Offa st, Hereford
 NEWTON, ERNEST ALBERT, Longsight, Manchester, Coal Dealer July 30 at 10.30 Off Rec, Byrom st, Manchester
 NUTTHALL, WILLIAM FREDERICK, Saltash, Cornwall Aug 2 at 2.30 7, Buckland terr, Plymouth
 PURCELL, MANOAH ALBERT, Ash Parva, nr Whitechurch, Salop, Farmer Aug 3 at 12 Off Rec, King st, Newcastle, St-fs
 REINECKE, HUGO, Fiershill, Edinburgh Aug 3 at 1 Bankruptcy bldgs, Carey st
 SEACOMBE, ARTHUR, South Shore, Blackpool, Coal Merchant Aug 2 at 3 Off Rec, 13, Winckley st, Preston
 SEAR, WALTER WILLIAM EZZKIEL, Walford, Carpenter Aug 4 at 12 14, Bedford row
 TEDCASTLE, HENRY, Stockton Heath, Cheshire, Master Plasterer July 30 at 12 Off Rec, Byrom st, Manchester
 TUPPER, EDWARD ALFRED, Walter House, Strand, Company Promoter Aug 3 at 12 Bankruptcy bldgs, Carey st
 WARD, ESTHER LOUISE, Sheffield, Confectioner Aug 3 at 12 Off Rec, Fights in, Sheffield
 WHITE, SIDNEY JOHN, Upton in, Forest Gate, Essex, Draper Aug 3 at 11 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

ATHRETON, AMOS, Great Lever, Bolton, Builder Bolton Pet June 25 Ord July 16
 BELL, WILLIAM, Hastings, Draper High Court Pet June 23 Ord July 19
 BICKHAM, WILLIAM HENRY, Portsmouth, Butcher Portsmouth Pet July 19 Ord July 19
 BOWKER, HARRY FLETCHER, Soulport, Carrier Liverpool Pet July 20 Ord July 20
 BRIGHTON, HAROLD, Kingston upon Hull, Plumber Kingston upon Hull Pet July 18 Ord July 18
 BROWN, EDWARD ALEXANDER, Lemington, Northumberland, Baker Newcastle on Tyne Pet July 20 Ord July 20
 BURROWS, THOMAS JAMES, Abergavenny, Mon. Coal Merchant Tredgar Pet July 29 Ord July 19
 COTTON, WILLIAM, Jun, Salford, Birmingham, Builder Birmingham Pet June 25 Ord July 20
 CRANE, EDITH MAUDE, Birmingham, Cycle Manufacturer Birmingham Pet May 27 Ord July 19
 CRAWFORD, SAMUEL, West Walton, Norfolk, Fruit Grover King's Lynn Pet July 20 Ord July 20
 CREASBY, GEORGE, Boston, Lincs, Labourer Boston Pet July 20 Ord July 20
 DALE, GEORGE, Old Road, Chester, Farmer Macclesfield Pet July 20 Ord July 20
 DOYLE, ROBERT, Bishopsgate, Accountant High Court Pet May 24 Ord July 19
 DRAPEIN, MAX, Sotheby rd, Highbury, Manufacturer's Agent High Court Pet April 6 Ord July 19
 EDWARDS, ALFRED CHARLES, Trent rd, Brixton hill, Cigar Merchant High Court Pet June 28 Ord July 15
 EDWARDS, CECIL, Weymouth, Mayfair High Court Pet Mar 3 Ord July 18
 FREEDMAN, SAMUEL, Campbell rd, Bow, Confectioner High Court Pet June 1 Ord July 20
 GOULD GEORGE THOMAS, Waterloo, Ashton under Lyne. Wood Turner Ashton under Lyne Pet June 4 Ord June 22
 GRAY, FREDERICK WARELL, and BERNARD BRIERLEY ESTOUGHT, Stretford, Lanes, Rubber Merchants Salford Pet June 29 Ord July 19
 GRIFFITHS, ISAIAS, Nantyllyllon, nr Bridgend, Glam, Collier Cardiff Pet July 20 Ord July 20
 GRIMSLEY, WALTER LEE, Springbourne, Bournemouth Electrician Poole Pet July 30 Ord July 20
 HAYLES, EDWARD LEWIS, Ifield, Sussex Brighton Pet July 4 Ord July 20
 KEMP, HARRY, Laurence Pountney in, Coal Factor High Court Pet July 18 Ord July 18
 KIDGELL, HERBERT THOMAS, Newton Abbot, Devon, Dentist's Assistant Exeter Pet July 16 Ord July 16
 LINDENBERG, EMIL VICTOR, Holborn, Cigar Merchant High Court Pet April 20 Ord July 19
 MARLEY, ISAAC SMITH, Argyll st, Regent st, Wine Merchant High Court Pet May 27 Ord July 18
 MARTIN, HARRY NAVIER, Oxford, Chester, Stocktaker Birkhead Pet July 6 Ord July 20
 NEWTON, ERNEST ALBERT, Longsight, Manchester, Coal Dealer Manchester Pet June 29 Ord July 20
 OWEN, EDWARD ARNOLD, Morda, Oswestry, Laundry Proprietor Wrexham Pet July 20 Ord July 20

PEARCE, GEORGE HENRY, Ealing Brentford Pet June 28 Ord July 20
 PUGH, JAMES, Old Town, Swindon, Innkeeper Swindon Pet July 11 Ord July 20
 PURCELL, MANOAH ALBERT, Ash Parva, nr Whitechurch, Salop, Farmer Crewe Pet June 29 Ord July 18
 RAYNOLD, FREDERICK, Bloxwich, Staffs, Dairyman Walsall Pet July 14 Ord July 19
 RICHMOND, WILLIAM HENRY, Blackburn, Bag Maker Blackburn Pet June 7 Ord July 16
 ROBINSON, WILLIAM ARTHUR, Sleaford, Lincs, Nurseryman Boston Pet July 20 Ord July 20
 ROSENTHAL, MICHAEL, West Green rd, South Tottenham, Tobacco Dealer High Court Pet June 2 Ord July 18
 SANBURN, JOHN, Rochdale, Grocer Rochdale High Court Pet June 23 Ord July 18
 SANBURN, JOHN, Rochdale, Grocer Rochdale Pet July 20 Ord July 20
 SEAR, WILLIAM HENRY, Woburn Sands, Bucks, Coal Dealer Northampton Pet July 19 Ord July 19
 SMALL, ISAAC, BARTON in Furness, Cabinet Maker BARTON in Furness Pet July 20 Ord July 20
 STEARNS, JOHN HENRY, and ANTHONY EDWARDS MORRIS, Sheffield, Beds, Drapers Bedford Pet June 30 Ord July 15
 STEPHENS, HARRY, Banwell, Somerset, Cattle Dealer Wells Pet July 18 Ord July 18
 WHITE, SIDNEY JOHN, Forest Gate, Essex, Draper High Court Pet July 20 Ord July 20
 WILCOCKSON, FRANK FREDERICK, Hasland, nr Chesterfield Preston Pet July 18 Ord July 18
 WILSON, SAMUEL JOSHUA, Chilvers Coton, Nuneaton, Builder Coventry Pet July 20 Ord July 20

Amended Notice substituted for that published in the London Gazette of July 19:

LONG, ELIZABETH MARY, Oxford, Lodging House Keeper Oxford Pet July 14 Ord July 14

ADJUDICATION ANNULLED.

Amended Notice substituted for that published in the London Gazette of July 19:

CARTER, LAWRENCE LAUDER, Glebe Hill, nr Cheltenham, Horse Trader Cheltenham Adjud Nov 19, 1908 Annul July 14, 1910

ADJUDICATION ANNULLED AND RECEIVING ORDER RESCINDED.

CHARTERS, RICHARD CARW, Camberwell rd High Court Rec Dec 11, 1909 Adjud Jan 4, 1910 Resc and Annul July 15, 1910

Lon on Gazette.—TUESDAY, July 26.

RECEIVING ORDERS.

ALBION MILLS Co, Newcastle under Lyme, Staffs, Shirt Manufacturers Hanley Pet June 29 Ord July 23
 BASELEY, GEORGE JAMES, Walbrook, Traveller in Oils High Court Pet July 21 Ord July 21
 BEYNON, JASON, Trebarris, Merthyr Tydfil, Colliery Timberman Merthyr Tydfil Pet July 22 Ord July 22
 BOSTOCK, HARRY, Harrishead, nr Tunstall, Staffs, Publican Hanley Pet July 22 Ord July 22
 BULL, ERNEST, Sleaford, Lincs, Grocer Boston Pet July 21 Ord July 21
 COBB, CHARLES PERCIVAL, Hereford Hereford Pet July 18 Ord July 21
 COHES, JACOB, Spelman st, Hanbury st, Spitalfields, Silk Mounters' Assistant High Court Pet July 23 Ord July 22
 COLLINS, ROBERT, Acton, Clerk Brentford Pet July 21 Ord July 21
 COOK, EDWARD, Richmond, Corn Merchant Wandsworth Pet June 10 Ord July 21
 COOPER, JOHN, and WILLIAM ARTHUR COOPER, Andover, Grocers Salisbury Pet July 12 Ord July 22
 DAVIES, JOHN BUNYAN, Downais, Merthyr Tydfil, Police Sergeant Merthyr Tydfil Pet July 21 Ord July 21
 DAVIES, JOHN DOUGLAS, Swansea, Cycle Dealer Swansea Pet July 21 Ord July 21
 DUCKWORTH, JAMES, Bury, Lanes, Hat Manufacturer Bolton Pet July 22 Ord July 22
 ELLMAN, GILBERT, Forthbridge rd, Clapham Common Wandsworth Pet July 21 Ord July 21
 FAULKNER, THOMAS, Burton on Trent, Tobaccoist High Court Pet July 6 Ord July 22
 FROST, GEORGE WILLIAM, Little Clacton, Essex, Farmer Colchester Pet Mar 18 Ord July 6
 GILLOTT, HANNAH, Bridlington, Yorks, Coal Dealer Scarborough Pet July 22 Ord July 22

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FIRST MEETINGS.

GOLDING, PFRY JOHN, Sudbury, Suffolk, Carpenter
Cochester Pet July 23 Ord July 23
GREEN, ROWLAND BENJAMIN, Haddenham, Bucks, Engi
neer Aylesbury Pet July 23 Ord July 23
HINKS, EDWIN THOMAS, Walsall, Saddler Walsall Pet
July 29 Ord July 29
HIRONS, THOMAS JAMES, Brentwood, Butcher Chelmsford
Pet July 21 Ord July 21
HOLDEN, EDWARD WALTER, Patricroft, Lancs, Railway
Clerk Salford Pet July 23 Ord July 23
HOPKINS, WILLIAM, Birmingham, Builder Birmingham
Pet June 30 Ord July 15
HUGHES, HUGH ELIAS, Seven Sisters, nr Neath, Glam,
Labourer Neath Pet July 21 Ord July 21
JILLINGS, JOSEPH, Creeting St Mary, Suffolk, Commission
Agent Bury St Edmunds Pet July 23 Ord July 23
MILLIKIN, THOMAS, Wandsworth Bridge rd, Fulham, Civil
Servant High Court Pet July 16 Ord July 15
MILLS, HENRY CHARLES, Fenhill, Cardiff Cardiff Pet
July 21 Ord July 21
MORRITT, GEORGE, Hulton, nr Leeds, Builder Leeds Pet
July 23 Ord July 23
OLDFIELD, WILLIAM LEE, Soyland, nr Halifax, Jam Maker
Halifax Pet July 23 Ord July 23
RAWCLIFFE, ERNEST, Leeds Leeds Pet July 22 Ord
July 22
ROBERTS, JOHN THOMAS, Dronfield, Derby, Edge Tool
Manufacturer Chesterfield Pet July 23 Ord July 23
SAUNDERS, WALTER PERCY CHARLES, Branksome Park,
Poole, Dorset, Road Contractor Poole Pet July 23
Ord July 23
SCHULZ, CARL FRANZ ADALBERG, Manchester, Manufac
turers' Commission Agent Manchester Pet July 23
Ord July 23
SHACKLETON, FRANK R, Park in High Court Pet June
29 Ord July 21
SIMMONDS, SAMUEL, Fourth av, Manor Park, Essex, Clerk
High Court Pet July 21 Ord July 21
SMITH, FRANK, Oxford, Bookseller Oxford Pet July 19
Ord July 21
SPURIN, ROSCOE CHARLES, Heigham, Norwich, Advertising
Expert Norwich Pet July 22 Ord July 22
VILLAGE, JOSEPH, Doncaster, Glass Dealer Sheffield Pet
July 22 Ord July 22
WANNER, GEORGE, Woolhampton, Berks, Baker Newbury
Pet July 20 Ord July 20
WEBB, DAVID, Army and Navy Club, Pall Mall High
Court Pet June 30 Ord July 21
WEDDERBURN, WALTER H, Thornton Heath High Court
Pet June 28 Ord July 21

BAND, GEORGE, Brentford, Parchment Manufacturer
Aug 9 at 12 14, Bedford row
BASKLEY, GEORGE JAMES, Walbrook, Traveller in Oils
Aug 8 at 11 Bankruptcy bldg, Carey st
BICKHAM, WILLIAM HENRY, Portman st, Butcher Aug 3
at 3 Off Rec, Cambridge junc, High st, Portsmouth
BIRD, RICHARD, Dinas Fowls, Glam, Florist Aug 4 at 3
Off Rec, 117, St Mary st, Car H
BOWKER, HARRY FLETCHER, Southport, Carrier Aug 3
at 11 Off Rec, 35, Victoria st, Liverpool
BRISTOW, HAROLD, Kingston upon Hull, Plumber Aug 4
at 11 Off Rec, York City Bank chmbrs, Lowgate,
Hull
BROWN, EDWARD ALEXANDER, Lemington, Northumber
land, Baker Aug 3 at 12 Off Rec, 30, Mosley st,
Newcastle on Tyne
BURROWS, THOMAS JAMES, Abergavenny, Coal Merchant
Aug 3 at 12 Off Rec, 114, Commercial st, Newport,
Mon
COBB, CHARLES PERCEVAL, Hereford Aug 4 at 10.30 2,
Off st, Hereford
COHEN, JACOB, Spellman st, Hanbury st, Spitalfields, Stick
Moulder's Assistant Aug 9 at 11 Bankruptcy bldg,
Carey st
COOK, EDWARD, Richmond, Corn Merchant Aug 5 at
11.30 132, York rd, Westminster Bridge
CORKER, ALBANY MATTHEW, Harrogate, York, Auction
eer Aug 2 at 3.30 Off Rec, The Red House, Dun
combe pl, York
COTON, WILLIAM, jun, Saltley, Birmingham, Builder Aug
3 at 11.30 Ruskin chmbrs, 191, Corporation st,
Birmingham
COWARD, WILLIAM HENRY, Path, Engineer Aug 3 at 12
Off Rec, 26, Baldwin st, Bristol
COX, HIRAM, Nottingham Aug 4 at 11 Off Rec, 4, Castle
pl, Park st, Nottingham
CRAWFORD, SAMUEL, West Walton, Norfolk, Fruit Grower
Aug 4 at 11.30 Court house, King's Lynn
DALE, GEORGE, Odd Road, Chester, Farmer Aug 3 at 11
Off Rec, 25, King Edward st, Macclesfield
DARNBROUGH, THOMAS, York Aug 9 at 3 Off Rec, The
Red House, Duncombe pl, York
EDWARDS, ALFRED CHARLES, Trent rd, Brixton hill, Cigar
Merchant Aug 5 at 11 Bankruptcy bldg, Carey st
ELLMAN, GILBERT, Forthbridge rd, Clapham Common
Aug 5 at 12 132, York rd, Westminster Bridge
FARROW, WILLIAM, Deptford, Carman Aug 3 at 12 132,
York rd, Westminster bridge
FAULKNER, THOMAS, Burton on Trent, Tobacconist
Aug 8 at 11 Bankruptcy bldg, Carey st
GAY, ROBERT, Aberargoed, Mon, Draper Aug 3 at 11
Off Rec, 144, Commercial st, Newport, Mon
GILLOTT, HANNAH, Bridlington, Yorks, Coal Dealer Aug
5 at 4 Off Rec, 48, Station rd, Scarborough
HARTIDGE, CECIL, Station rd, Winchmore hill, Stock
broker Aug 5 at 3 14, Bedford row

HAYLES, EDWARD LEWIS, Ifield, Sussex Aug 11 at 3 Off
Rec, 12A, Marlborough pl, Brighton
HUGHES, HUGH ELIAS, Seven Sisters, nr Neath, Labourer
Aug 8 at 11 Off Rec, Government bldgs, St Mary's st,
Swansea
KEEL, CHARLES GOODWIN, Ipswich, Fate Collector Aug 5
at 11 Off Rec, 38, Princes st, Ipswich
LOYD, JOHN, Tredegar, Mon, Timberman Aug 3 at 11.30
Off Rec, 144, Commercial st, Newport, Mon
MILLIKIN, THOMAS, Wandsworth Bridge rd, Fulham,
Civil Servant Aug 3 at 12 Bankruptcy bldg, Carey st,
MORRITT, GEORGE, Hulton, nr Leeds, Builder Aug 4 at
11 Off Rec, 24, Bond st, Leeds
NEVILL, WILLIAM DANIEL, Wisbech, Cambridge, Hotel
Proprietor Aug 4 at 11.45 Court house, King's Lynn
PUGH, JAMES, Old Town, Swindon, Innkeeper Aug 3 at 11
Off Rec, 38, Regent circus, Swindon
RAWCLIFFE, ERNEST, Leeds Aug 4 at 11.30 Off Rec, 24,
Bond st, Leeds
REYNOLDS, FREDERICK, Bloxwich, Dairyman Aug 5 at 12
Off Rec, Wolverhampton
RICHMOND, WILLIAM HENRY, Blackburn, Bag Maker Aug
4 at 11.15 Off Rec, Byrom st, Manchester
SANSUM, JOHN, Rochdale, Grocer Aug 9 at 11.30 Town
Hall, Rochdale
SEAR, ARTHUR, Luton, Joinmaster Aug 4 at 11.30 Cham
ber of Commerce, 29, King st, Luton
SEAR, WILLIAM HENRY, Woburn Sands, Bucks, Coal
Dealer Aug 5 at 12 Off Rec, The Parade, Northamp
ton
SHACKLETON, FRANK R, Park in Aug 5 at 12 Bankruptcy
bldg, Carey st
SIMMONDS, SAMUEL, Fourth av, Manor Park, Essex, Clerk
Aug 4 at 11 Bankruptcy bldg, Carey st
SKILL, HERBERT EDWARD, and WILLIAM CHARLES BLAKE,
Scarfe rd, Wembley, Builders Aug 8 at 12 14,
Bedford row
STEPHENS, HARRY, Banwell, Somerset, Cattle Dealer
Aug 3 at 11.45 Off Rec, 26, Baldwin st, Bristol
TANNER, ISAAC JAMES, Bristol, Coal Merchant Aug 3 at
11.30 Off Rec, 26, Baldwin st, Bristol
WEBB, DAVID, Army and Navy Club, Pall Mall Aug 4 at 12
Bankruptcy bldg, Carey st
WEDDERBURN, WALTER H, Leander rd, Thornton Heath
Aug 4 at 11 Bankruptcy bldg, Carey st
WILLIAMS, WILLIAM, Nottingham, Mineral Water Manu
facturer Aug 3 at 11 Off Rec, 4, Castle pl, Park st
Nottingham
WILSON, JOHN WESLEY, and ROSCOE, JAMES ROE, Stock
port, Cheshire, Timber Aug 5 at 11 Off Rec, Castle
Chmbrs, 6, Vernon st, Stockport
WRIGHT ALBERT ROBERT, Teddington, Ham Dealer
Aug 5 at 11.30 132, York rd, Westminster Bridge

ADJUDICATIONS.

AVENS, WILLIAM, Arlington gdns, Chiswick High Court
Pet July 4 Ord July 21

Amended Notice substituted for that published in the
London Gazette of July 5:
ROSKING, FREDERICK ANTIPODES, Ryde, I of W, Hotel
Proprietor Newport Pet June 30 Ord June 30

BASELEY, GEORGE JAMES, Walbrook, Traveller in Oils High Court Pet July 21 Ord July 21

BEYNON, JASON, Trebarria, Merthyr Tydfil, Colliery Timberman Merthyr Tydfil Pet July 22 Ord July 22

BULL, ERNEST, Sleaford, Lincs, Grocer Boston Pet July 21 Ord July 21

BUTIKOFER, ALBERT LOUIS, Melrose gdns, Hammersmith High Court Pet June 16 Ord July 23

COBB, CHARLES PERCIVAL, Hereford Hereford Pet July 18 Ord July 21

COLLINS, ROBERT, Spencer rd, Acton, Clerk Brentford Pet July 21

CORKER, ALBANY MATTERSON, Harrogate, Auctioneer York Pet June 28 Ord July 22

COX, HIRAM, Nottingham Nottingham Pet July 5 Ord July 20

DARNBROUGH, THOMAS, York York Pet July 9 Ord July 21

DAVIES, JOHN BENYAN, Dowis, Merthyr Tydfil, Police Sergeant Merthyr Tydfil Ord July 21

DAVIES, JOHN DOUGLAS, Swansea, Cycle Dealer Swansea Pet July 21 Ord July 21

ELIOT, CHRISTOPHER JOHN, West Hartlepool, Solicitor Sunderland Pet June 18 Ord July 23

ELLIMAN, GILBERT, Forthbridge rd, Clapham Common Wandsworth Pet July 21 Ord July 21

ETRE, FANNY, and WILLIAM HOWE, Long Buckby, Northampton, Shoe Manufacturers Northampton Pet April 14 Ord July 20

FRANKLIN, DAVID MATTHEWS, Arlingford rd, Brixton, Boot Dealer High Court Pet June 29 Ord July 22

GILLOTT, HANNAH, Bridlington, Coal Dealer Scarborough Pet July 22 Ord July 22

GOLDING, PERCY JOHN, Sudbury, Suffolk, Carpenter Colchester Pet July 23 Ord July 23

GREEN, ROWLAND BENJAMIN, Haddenham, Bucks, Engineer Aylesbury Pet July 23 Ord July 23

HAMMERSELEY, ISAAC, Lower Broughton, Salford, Lanes, Cheese Factor Salford Pet June 13 Ord July 21

HANKEY, GILBERT LIONEL, Marlow on Thames, Laundry Proprietor Aylesbury Pet June 28 Ord July 22

HARTHIDGE, CECIL, Station rd, Winchmore Hill, Stockbroker Edmonton Pet July 16 Ord July 21

HARTSHORNE, BERTRAM F., Oxford Oxford Ord July 21

HINKS, EDWIN THOMAS, Walsall, Saddler Walsall Pet July 20 Ord July 20

HIRONS, THOMAS JAMES, Brentwood, Essex, Butcher Chelmsford Pet July 21 Ord July 21

HOLDEN, EDWARD WALTER, Patricroft, Lanes, Railway Clerk Salford Pet July 23 Ord July 23

HUGHES, HUGH ELIAS, Seven Sisters, nr Nene, Labourer Nene Pet July 21 Ord July 21

JACOBS, ALEXANDER, High st, Stoke Newington, Fishmonger High Court Pet June 23 Ord July 22

JILLINGS, JOSEPH, Creeting St Mary, Suffolk, Commission Agent Bury St Edmunds Pet July 23 Ord July 23

JONES, CHARLES EDWARD, Doncaster, Railway Superintendent Sheffield Pet May 10 Ord July 21

LUNN, ALFRED, Salisbury, Licensed Victualler Salisbury Pet June 25 Ord July 22

MEADUS, THOMAS JOSEPH, Boscombe, Bournemouth, Builder Poole Pet July 18 Ord July 21

MILLIGAN, THOMAS JOSEPH, Grosvenor Club, Piccadilly High Court Pet Nov 30 Ord July 23

MILLS, HENRY CHARLES, Penhill, Cardiff Cardiff Pet July 21 Ord July 21

MORRITT, GEORGE, Halton, nr Leeds, Builder Leeds Pet July 22 Ord July 22

NATHAN, JOSEPH, Covent garden, Vegetable Dealer High Court Pet June 10 Ord July 21

OLDFIELD, WILLIAM LEE, Soyland, nr Halifax, Jam Maker Halifax Pet July 23 Ord July 23

OWEN, W WATKYN, Victoria st, Westminster, Colliery Agent High Court Pet May 10 Ord July 23

POTTERER, JOHN, Paignton, Devon Cardiff Pet April 29 Ord July 22

RAWLIFFE, ERNEST, Leeds Leeds Pet July 22 Ord July 22

ROBERTS, ANDREAS, Blaenau Ffestiniog, Merioneth, State Merchant Port-Landoe Pet June 18 Ord July 21

ROBERTS, JOHN THOMAS, Bromfield, Derby, Ego Tool Manufacturer Chesterfield Pet July 23 Ord July 23

SCHULZ, CARL FRANZ ADALBERT, Manchester, Commission Agent Manchester Pet July 23 Ord July 23

SELEY, CHARLES PERCIVAL, Summer pl, Journalist High Court Pet July 5 Ord July 20

SKIPPER, ROBERT SAMUEL, Boston, Lincs, Tailor Boston Pet June 22 Ord July 22

SPURIN, ROSCOE CHARLES, Heigham, Norwich, Advertising Expert Norwich Pet July 22 Ord July 22

TANNER, ISAAC JAMES, Bristol, Coal Merchant Bristol Pet July 18 Ord July 23

VILLAGE, JOSEPH, Doncaster, Glass Dealer Sheffield Pet July 22 Ord July 22

WALSH, Lieut Commander PHILIP, HMS Edgar High Court Pet Jan 28 Ord July 21

WILSON, JOHN WESLEY, and JAMES RAE ROSCOE, Stockport, Timber Merchants Stockport Pet July 18 Ord July 21

WRIGHT, ALBERT ROBERT, Teddington, Ham Dealer Kingston Pet July 18 Ord July 21

Amended Notice substituted for that published in the London Gazette of July 1:

SELDON, EDWARD ERNEST, Tetbury, Glos, Veterinary Surgeon Swindon Pet June 23 Ord June 27

Amended Notice substituted for that published in the London Gazette of July 5:

HOSKING, FREDERICK ANTIPODES, Ryde, I of W, Hotel Proprietor Newport Pet June 30 Ord June 30

ADJUDICATION ANNULLED.

GARRARD, CLAUDE B., Oswestry Wrexham Adjud Aug 11, 1903 Annual July 22, 1910

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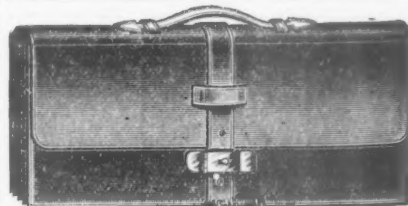
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